

CONTRACT AGREEMENT

BETWEEN

United States Enrichment Corporation
Portsmouth Gaseous Diffusion Plant



And

SECURITY, POLICE, FIRE PROFESSIONALS OF AMERICA
And its AMALGAMATED LOCAL NO. 66



Effective:	11:59 pm, August 4, 2002
Expiration:	11:59 pm, August 4, 2007

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1. The following is a list of the names of the persons who have been

admitted to the membership of the Association since the last meeting.

2. The following is a list of the names of the persons who have been

admitted to the membership of the Association since the last meeting.

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AGREEMENT

BETWEEN

**UNITED STATES ENRICHMENT CORPORATION
PORTSMOUTH GASEOUS DIFFUSION PLANT**

AND

**SECURITY * POLICE * FIRE
PROFESSIONALS OF AMERICA
AND ITS AMALGAMATED LOCAL NO. 66**

EFFECTIVE:	11:59 pm, August 4, 2002
EXPIRATION:	11:59 pm, August 4, 2007

AGREEMENT

This Agreement is made and entered into this 12th day of September, 2002, by and between United States Enrichment Corporation, Portsmouth Gaseous Diffusion Plant, hereinafter referred to as the "Company" and the Security, Police, Fire Professionals of America (SPFPA) and its amalgamated Local No. 66, hereinafter referred to as the "Union."

In the event that any of the provisions of this Agreement are found to be in conflict with any valid Federal or State law or DOE or NRC order, regulation, or directive now existing or hereinafter enacted, it is agreed that such law, order, regulation, or directive shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

ARTICLE I

SCOPE

This Agreement shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions and conditions of employment. Any additions, waivers, deletions, changes, amendments or modifications that may be made to this agreement shall be effected through the collective bargaining process between authorized representatives of the Company and the Union, subject to ratification by the membership of Local 66. All other written understandings between the parties not incorporated herein by reference or otherwise, at the effective date of this Agreement, are hereby terminated. Any interpretation of this Agreement or of amendments thereto can be a proper subject for the Grievance Procedure.

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect.

ARTICLE II

RECOGNITION

Section 1. Establishment and Limitation

The Union having been heretofore certified by the National Labor Relations Board in Case No. 9-RC-2459, as the collective bargaining representative of such employees, the Company hereby recognizes the Union as the sole and exclusive bargaining agent for all hourly rated Security Police Officer II Offensive (SPOII/Offensive), Security Police Officer II Defensive (SPOII/Defensive) and Security Officer (SO) employed in the Plant Security Department of the Company, excluding captains, shift commanders, the Plant Protection Force Section Manager, salaried employees, office clerical employees, professional employees, supervisors, and all other persons employed by the Company, with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. Definition of Employee

The term "employee" as used herein will mean any hourly rated Security Police Officer II/Offensive (SPOII/Offensive), Security Police Officer II/Defensive (SPOII/Defensive) and Security Office (SO) represented by the Union as described in the preceding section.

Section 3. Noninterference

The Company agrees not to interfere with the rights of employees to join or belong to the Union, and the Union agrees not to intimidate or to coerce employees to join the Union. The Company further agrees not to discriminate against any employee on account of Union membership or Union activity, and the Union agrees neither to solicit for membership or to collect Union funds on Company time, nor to engage in other Union activity unless specifically provided for in this Agreement.

Section 4. Union Responsibilities

The Union recognizes that it is the responsibility of Security Police II/Offensive (SPOII/Offensive), Security Police Officer II/Defensive (SPOII/Defensive) and Security Officer (SO) to familiarize themselves with the rules established by the Company and to faithfully report all violations thereof. The Union agrees that the Security Police II/Offensive (SPOII/Offensive), Security Police Office II

Defensive (SPOII/Defensive) and Security Officer (SO) shall discharge the duties assigned to them impartially and without regard to any union or nonunion affiliation of any persons employed by the Company and that failure to do so constitutes sufficient cause for disciplinary action up to and including discharge.

Section 5. Contract Distribution

As a means of informing all employees as to their rights, privileges, and obligations under this Agreement, the Company agrees to furnish a copy of this Agreement to each employee approximately sixty days after final approval of the printer's draft.

ARTICLE III

MANAGEMENT CLAUSE

The management of the business and the authority to execute all of the various functions and responsibilities incident thereto are vested in the Company. The direction of the work force, the establishment of plant policies, the determination of the processes and means of manufacture, the units of personnel required to perform such processes, and other responsibilities incidental to the operation of the plant are vested in the Company. Such duties, functions and responsibilities shall also include hiring, retirement, disciplining, evaluating the qualifications of employees, and promotions.

The exercise of such authority shall not conflict with the rights of the Union under the terms of this Agreement.

ARTICLE IV

CONTINUITY OF OPERATIONS

There will be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. The Union agrees to support the Company fully in maintaining operations in every way. Participation by any employee or employees in an act violating this provision in any way will be cause for discharge by the Company.

ARTICLE V

PROTECTIVE SECURITY

It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If the Company is notified by the DOE and/or NRC that this Agreement in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Agreement in question for the purpose of making the required changes.

ARTICLE VI

UNION SECURITY AND DEDUCTION OF DUES

Section 1. Dues Requirements

All employees within the bargaining unit who are members of the Union upon the execution of this Agreement shall, as a condition of employment, maintain their membership to the extent of tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the bargaining unit who are not members of the Union upon the execution of this Agreement, but who later elect to join the Union, shall at all times thereafter maintain their membership in the Union as a condition of employment, as set forth above. All employees hired after the execution of this Agreement shall, as a condition of employment, become members of the Union not later than thirty-one (31) days after the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employment, as set forth above.

Section 2. Delinquency of Dues

Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay delinquent dues. If the employee fails to pay the delinquent dues, the Union shall notify the Company of the delinquency. Upon receipt of such notice in writing, the Company shall then notify the employee to pay the delinquent dues and if such dues are tendered within one (1) calendar week after receipt of this notification from the Company the employee's dismissal under this Article shall not be required.

Section 3. Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Agreement, will deduct an initiation fee and regular monthly dues in four (4) equal weekly payments each month for each employee who individually and voluntarily executes and delivers to the Company an Assignment and Authorization in the form set forth in Section 7 of this Article. Such deductions shall be forwarded to the Treasurer of the Local Union with a listing showing the names of those employees, if any, whose paychecks were insufficient to cover the deductions. An Authorization must be delivered to the Company at least seven (7) days before the second payday of the month in which the first deduction is to be made.

Section 4. Authorization of Deduction

An Authorization and Assignment shall be irrevocable for a period of one year from the date thereof or until termination of this Agreement, whichever occurs sooner, and shall automatically renew itself for successive irrevocable annual periods unless the employee who signed it gives notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days nor more than seventeen (17) days before the expiration of any annual renewal period as the case may be.

Section 5. Make-Up Dues

Upon receipt, from the Treasurer of the Local Union, of Union members' names and amounts of dues that have been missed through payroll deductions, the Company shall deduct the make-up dues in the following month and forward to the Treasurer of the Local Union, in accordance with Section 3.

Section 6. Termination of Deduction

No deduction under this Article shall be made from paychecks from any Union member who has terminated employment or transferred out of the bargaining unit prior to the second payday of the month, unless the employee has worked or received paychecks equivalent to five (5) workdays or more in that month.

Section 7. Voluntary Checkoff

The Union agrees that it will indemnify the Company and save it harmless from any and all claims which may be made against it on account of amounts deducted from wages as provided in this Article.

VOLUNTARY CHECK-OFF AUTHORIZATION

Name: _____ Badge No. _____
Department: _____ Date: _____

I hereby assign to the Security, Police, Fire Professionals of America (SPFPA), Amalgamated Local No.66 and authorize United States Enrichment Corporation, to deduct from the wages due me while in the employ of the Company, dues in the amount of \$ _____ in four equal weekly installments each calendar month, or such dues as the Union's Constitution and By-Laws may be amended to provide. I further authorize the Company to deduct from my wages an initiation fee in the amount of \$ _____.

This authorization shall be irrevocable for the period of one (1) year from the date hereof, or until the termination of the Agreement between the Company and the Union, whichever occurs sooner. Furthermore, this authorization shall automatically renew itself for successive irrevocable annual periods, unless I give notice to the contrary in writing by registered mail to both the Company and the

Union no less than two (2) days and no more than seventeen (17) days before expiration hereof or before expiration of any annual renewal period, as the case may be.

(Signature) _____

(Address) _____

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Intent and Distribution of Answers

The parties to this Agreement recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties will endeavor to present all the facts relating to the grievance at the first step of the Grievance Procedure in order that an equitable solution may be achieved. The Company, in the Second, Third, and Fourth Steps of the Grievance Procedure, shall give written answers to the grievance within the specified time limits, unless extended by mutual consent. Copies of written answers to grievances shall be distributed to the Local Union President, Grievance Committeeperson, the Steward of the aggrieved employee, and the aggrieved employee.

Section 2. Union Representatives

- (a) The Company will recognize the following number of properly certified Union Representatives in the plant for the purpose of Representatives representing employees in the manner specified in the Grievance Procedure:
- (1) The President of the Local Union or a designated representative
 - (2) One Grievance Committeeperson
 - (3) Five Stewards or Alternate Stewards
 - (4) The President of the Local Union or a designated representative and the Grievance Committeeperson shall constitute the General Grievance Committee. It is understood that the duly elected President of Local No. 66, SPFPA, will be granted a total amount of time, not to exceed forty-two and one-half (42 ½) hours per week, to handle Company-Union business related to the contract. Provided, however, that if at anytime after August 4, 2002, the total number of active employees in the bargaining unit equals or is less than 50, the duly elected President of Local No. 66, SPFPA, will then be granted a total of 17 hours per week to be divided into two eight and one-half (8 ½) hour segments, to handle Company-Union business related to the contract. All previous agreements (written or unwritten), memorandum of understanding, or letters of intent, including but not limited to the TOPs Agreement, regarding Company paid Union time for any duly elected and/or certified Union Representative shall be void and superceded by this section and Section 7 of this Article.

- (b) Employees thus duly certified and recognized as Union Representatives shall report to and obtain permission from their immediate supervision whenever it becomes necessary to leave their work for the purpose of handling grievances, shall inform their supervision of their intended destinations and itinerary, and shall report back to their immediate supervision at the time they return to work. Certified Union Representatives may be excused from work for reasonable periods during their regularly scheduled working hours without loss of pay when handling grievances in the appropriate steps in the Grievance Procedure, excluding arbitration. Permission to leave work as referred to above will be granted, provided such absences do not conflict with efficient operation of the Company's business.

Section 3. Grievance Procedure

- (a) When an employee is to be reprimanded, suspended, or discharged for any reason, the employee shall be fully informed of his/her right to bring a Union Representative into the discussion at the time of such reprimand, suspension, or discharge. The Union shall be informed in writing of the action taken. A reprimand can be a proper subject for the Grievance Procedure.
- (b) If the employee or the Union files a written grievance protesting a suspension or discharge, within ten (10) days, such grievance shall be initiated at Step 4 of the Grievance Procedure. If such discharge or suspension is found to have been unjustified the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any penalty time decided upon, if any.
- (c) Controversies may arise of a nature so general as directly to affect the majority of employees in a classification, or the majority of all employees. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated at Step 3 or Step 4.
- (d) Any grievance not taken up with an employee's immediate supervision within fifteen (15) days after the employee, or a certified Union Representative has knowledge of the occurrence of the incident from which the grievance arose, cannot be processed through the grievance procedure.
- (e) A grievance will be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the Grievance Procedure within ten (10) days after a decision has been rendered by the Company, unless this period is extended by mutual agreement between the parties.

- (f) In the calculation of time limits under the grievance provisions, including arbitration, "days" shall mean calendar days excluding Saturdays, Sundays, holidays, vacations, and the scheduled days off of the aggrieved employee or the Company representative, whichever results in the longer period.
- (g) A hearing at Step 2 may be postponed by mutual agreement of the Grievance Committeeperson and the Protective Force Section Manager. A hearing at Step 4 may be postponed by mutual agreement between the Local Union President and the Human Resources Manager or his/her designated representative.
- (h) Written records of past reprimands and/or suspensions, exclusive of actions resulting from violation of Article IV, shall be reviewed by the end of one year by the employee's supervision to determine whether they should be removed from the employee's personnel file and destroyed as a result of satisfactory performance.

Section 4. Grievance Steps

Any employee with a complaint may discuss the matter with his/her immediate supervision. If the complaint is not settled satisfactorily, the employee may process a grievance through the steps shown below:

- Step 1. A discussion will be held between the aggrieved employee, his/her Steward, and his/her immediate supervision. The Company will answer the grievance within two (2) days after the discussion.
- Step 2. If the grievance has not been disposed of at Step 1, it shall be reduced to writing on an appropriate form and presented to the Protective Force Section Manager. Such written grievance shall be signed by the aggrieved employee and the Grievance Committeeperson and shall be identified by number. The Union shall, to the best of its ability, state in the written grievance all of the facts justifying the grievance and the provisions of the Agreement involved. A hearing shall be held within five (5) days at a time mutually agreed to by the Grievance Committeeperson and the Protective Force Section Manager. The hearing may be attended by the aggrieved employee, his/her Steward, and his/her Grievance Committeeperson, at the option of the Union; and the immediate supervision of the aggrieved employee, the Protective Force Section Manager and the Security Group Manager, at the option of the Company. The Company shall answer the grievance within five (5) days after the hearing.
- Step 3. If the grievance is not settled satisfactorily at Step 2, it may be appealed at the option of the Union to either Step 3 or Step 4. If appealed to Step 3, the Security Group Manager will review the facts with the Grievance Committeeperson and will determine if a full hearing at Step 3 will be held, if the grievance will be returned to Step 2 for a rehearing (by mutual agreement with the Grievance

Committeeperson), or if the appeal will be denied and passed on to Step 4. Replies to the appeal will be made within two (2) days. Hearings at Step 3 will be held within five (5) days after received by the Security Group Manager on a date mutually agreed to by the Grievance Committeeperson and the Security Group Manager or his/her designated representative. Hearings may be attended by the aggrieved employee, the Steward, the Grievance Committeeperson and the President at the option of the Union, and by the Security Group Manager or designated representative, and other representatives of the Company, and may include other affected parties mutually agreed upon in advance between the Grievance Committeeperson and the Security Group Manager, involved. The Company will answer the grievance in writing within ten (10) days if a hearing is held.

Step 4. If the grievance is not settled satisfactorily at Step 2 or Step 3, it may be appealed in writing to the Human Resources Manager or his/her designated representative. Such written appeal shall state the reasons why the decision in the Second or Third Step is not acceptable, shall be signed by the President of the Local Union or his/her designated representative, and shall be presented to the Human Resources Manager or his/her designated representative together with a copy of the grievance. A hearing shall be arranged within five (5) days thereafter at a time mutually agreed upon by the President of the Local Union or his/her designated representative and the Director of Human Resources or his/her designated representative. The hearing may be attended by the Local Union President or his/her designated representative, the Grievance Committeeperson or his/her designated representative, one aggrieved employee, and representatives of the International, at the option of the Union, the Director of Human Resources or his/her designated representative, and other representatives of the Company.

The Company will answer the grievance in writing within ten (10) days after the hearing.

In the event the Company fails to reply to a grievance within the applicable time limits set forth above and fails to request an extension of such time limits, the Union may present the grievance at the next higher step.

Section 5. Monetary Settlements

Any money due an employee in the amount of \$500.00 or more as a result of the settlement of a grievance shall be paid by separate check not later than two pay periods following the written grievance settlement answer to this effect.

Section 6. Arbitration

- (a) Controversies, which may arise concerning discharge or suspension of employees, or controversies concerning the application, interpretation, or alleged violation of this Agreement, which cannot be amicably settled in previous steps in the grievance procedure, may be submitted for settlement to an Impartial Arbitrator. At the option of the Union, the Union President and the Grievance Committeeperson, and if it so wishes, an International Representative may meet with the Human Resources Manager or his/her designated representative, and the Organization Manager(s) or his/her representative to discuss the grievance prior to submission to arbitration. This step shall be known as the 4-1/2 step of the grievance procedure. Within ten (10) days thereafter, the Local Union President, the Grievance Committeeperson, and/or the International Union Representative shall meet with the representatives of the Company and attempt to agree on an Impartial Arbitrator. Should the parties be unable to agree upon an arbitrator within five (5) days, the parties shall request the Federal Mediation Service to submit a list of seven (7) names of suggested arbitrators who will be available. When the list of seven arbitrators has been received, the Company and the Union shall alternately strike one name from the list until only one name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the controversy.

In the event the grievance is not settled at 4-1/2 Step, the Company and the Union may mutually agree to submit the matter to the Federal Mediation and Conciliation Service (FMCS). If the parties agree to submit the matter to the FMCS, the request to the FMCS must be made within ten (10) days of the 4-1/2 Step answer. Both the Union and the Company agree that each party will be limited to three (3) representatives during the meeting with FMCS unless both mutually agree otherwise. FMCS mediation rules will apply.

- (b) In the event that classified information is to be disclosed in the hearing, the Federal Mediation and Conciliation Service shall be so informed and only the names of cleared arbitrators shall be considered.
- (c) The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished the other party at the same time the stipulation is submitted to the Arbitrator.

(d) It is agreed by the parties to this Agreement that arbitration cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in conformity therewith by the arbitrator, the parties shall at the time and place appointed by the Impartial Arbitrator, appear and present either a written or oral statement of the issues involved for consideration by the Impartial Arbitrator. In his/her designation of the place, the Impartial Arbitrator shall be restricted to the area in which the plant is situated unless otherwise agreed upon. The Impartial Arbitrator shall schedule hearings of grievances in the order in which such grievances are submitted, unless the Company and the Union agree upon a different order for hearing.

(e) The Impartial Arbitrator shall render a decision on every grievance which has been submitted within thirty (30) calendar days from the date of hearing, unless additional time is requested by the arbitrator and is mutually agreed upon between the Company and the Union.

(f) The decision of the Impartial Arbitrator shall be final and binding upon both parties and shall invoke immediate compliance by the parties. If such decision directs a retroactive wage payment the Company shall notify the Union immediately of the date on which payment, shall be made to the employees entitled to such payment.

(g) Should the Impartial Arbitrator, chosen in accordance with the terms of this Agreement, die, become incapacitated or refuse to act, the parties hereto shall mutually agree upon a successor.

(h) A complete transcript of all argument and testimony presented at the hearing may be made and supplied by either party to the Impartial Arbitrator for information and guidance.

(i) The expense and compensation of the Impartial Arbitrator shall be borne by and divided equally between the Union and the Company.

(j) In all proceedings under this section, the Company shall release from work the following employees when deemed necessary by the Union for a fair and reasonable presentation of its case before the Impartial Arbitrator without loss of earnings:

(1) President

(2) General Grievance Committee

(3) A Steward

- (4) Two (2) aggrieved employees. Additional employees will be released upon request without pay provided that supervision can make arrangements to efficiently continue the work.
- (k) The Impartial Arbitrator shall not have the power to make any award changing, amending, or adding to the provisions of this Agreement.
- (l) Any grievance which has not been assigned to the agreed-upon Impartial Arbitrator within two (2) years after the date of appeal to arbitration shall be considered withdrawn by mutual consent on a non-precedent basis.

Section 7. Union Representation

It is understood that the duly elected Grievance Committee-person, the Union Vice-President, the Safety Representative, and any other duly elected or certified Union Representative will be granted a combined total amount of time not to exceed 68 hours per month, or during 5 week pay-roll months 85 hours, to be divided into eight and one-half (8½) hour segments for the purpose of legitimate administrative functions, adjusting grievances and legitimate complaints, adjusting safety and health concerns, and any other functions of their respective offices. Provided, however, that if at anytime after August 4, 2002, the total number of active employees in the bargaining unit equals or is less than 50, the above will be granted a total of 34 hours per month available to be divided into eight and one-half (8 ½) hour segments or during 5 week pay-roll months 42.5 hours, available to be divided into eight and one-half (8 ½) hour segments. This Company paid Union time must be scheduled by the duly elected President of Local No. 66, SPFPA, during the preceding workweek.

All previous agreements (written or unwritten), memorandum of understanding, or letters of intent, including but not limited to, the TOP Agreement, regarding Company paid Union time for any duly elected and/or certified Union Representative shall be void and superceded by this section.

ARTICLE VIII

SENIORITY

Section 1. Continuous Service

Except as provided in Sections 5 and 6 below, the seniority of an employee shall be equal to the employee's continuous service with the Company, consisting of time actually spent on the payroll in the bargaining unit plus properly approved absences from work, excluding Educational Exit, to be determined under the following rules:

- (a) When an employee is on a leave of absence granted by the Company, his/her service will be considered as continuous without any deductions if the absence does not exceed one year.

However, service shall be considered as continuous without any deductions for employees on leave of absence for:

- (1) Public office under Article IX, Section 2(c) for the duration of a single term of office only;
- (2) Union officials on a full-time International status under Article IX, Section 2(a), not to exceed four (4) years;
- (3) Educational Exit under Article IX, Section 1(c).

- (b) An employee who leaves the employment of the Company to enter Military Service, either by voluntary enlistment or by induction under the Selective Service System, shall be reinstated under the provisions of applicable Federal Statutes, upon application within the designated period of time following honorable or general discharge, provided the employee qualifies under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service from the time he/she left the employment of the Company to enter Military Service to the date of reinstatement.

- (c) An employee who is laid off because of reduction in force and is recalled within three (3) consecutive years after the date of layoff will be credited with continuous service accumulated prior to layoff. If such layoff continues for more than three (3) years, the employee shall be credited with continuous service accumulated prior to layoff following three (3) years of continuous service from the date of recall. Seniority shall be credited.

- (d) An employee will lose continuous service when he/she is discharged, released, resigns, retires, accepts layoff without recall rights, or when he/she is on the recall listing but not on the active payroll and declines or fails to report or make satisfactory arrangements within seven (7) calendar days after being notified of recall or when he/she transfers to or accepts a job with another Union that allows the employee to remain on the company's active payroll. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by registered mail to the most recent address as recorded in the Employment Department.

Section 2. Probationary Period

A new employee shall be considered a probationary employee and shall have no seniority rights for the first ninety (90) days of employment. A probationary employee shall be subject to layoff, discipline or discharge at the sole discretion of the Company.

Section 3. Security Clearance Requirement

Should the security clearance granted to any employee be suspended by the Department of Energy, such employee may be discharged immediately and such discharge shall not be subject to the Grievance Procedure. However, if such action by the Department of Energy is later reversed, the employee shall be reinstated without loss of seniority, compensated for all earnings lost, and credited with such time as continuous service.

Section 4. Reduction in Force

- (a) When a reduction in force is to be made, probationary employees shall be the first laid off. Should further reduction in force be necessary, the following procedure will apply:

(1) Voluntary Layoff with Recall Rights

When a reduction in force results in a layoff, any employee having more bargaining unit seniority than the employees who are scheduled to be laid off may accept voluntary layoff as provided in paragraph three (3) below. The employee will be placed on the recall list from which he/she is laid off.

Employees electing to take voluntary layoff with recall rights will be paid a layoff allowance on a weekly basis up to the eligibility shown in Article XII, Section 1.

(2) Voluntary Layoff Without Recall Rights

When a reduction in force will result in a layoff, any employee therein having more bargaining unit seniority than the employees who are to be laid off may accept a voluntary layoff without recall rights to thereby reduce the personnel units otherwise scheduled to be laid off, provided procedure in paragraph three (3) below is followed. Employees accepting a voluntary layoff without recall rights will be paid a lump sum layoff allowance consistent with Article XII, Section 1.

(3) Voluntary Layoff Application Procedure

a. Written application must be made to the Employment Department requesting a voluntary layoff.

This application must be presented during the first half of the period between the date of announcement of reduction in force and the effective date of layoff.

b. Form A-1500, "Acknowledgment of the Conditions of Layoff," will be signed by employees electing to take voluntary layoff.

(4) The senior employee permitted to accept a voluntary layoff shall not exceed the number scheduled to be surplus.

(5) Should further reduction in force be necessary, employees will be laid off in reverse order of bargaining unit seniority.

(A) Employees laid off with recall rights shall be paid a weekly allowance per Article XII, Section 1(a).

(B) Employees scheduled to be laid off under this provision may elect to be laid off without recall rights and will be paid a lump sum termination payment under Article XII, Section 1(b).

(b) When the Police Department is to be increased, laid off employees with bargaining unit seniority will be recalled in order of bargaining unit seniority.

- (c) The Company will give employees at least thirty (30) calendar days advance notice of layoff.

Section 5. Returning to the Bargaining Unit

- (a) If an employee in a salaried position in the Protect Force Section (Plant Protection Department) returns to the bargaining unit within thirty (30) calendar days, he/she shall be credited with total seniority accumulated before leaving the bargaining unit.
- (b) If an employee is medically disqualified from the Protective Force Section (Plant Protection Department) due to DOE requirements, then accepts a salary position in another USEC Department, and later returns to the bargaining unit, he/she shall be credited with bargaining unit seniority accumulated before leaving the bargaining unit.

Section 6. Transfer to Unit

When a vacancy is not filled under Section 4(b) above, personnel not in the bargaining unit may transfer into the bargaining unit, but may not displace a bargaining unit employee. Such employees may be credited with their total seniority up to, but not to exceed, that of the least senior employee in the unit.

Section 7. Seniority List

A seniority list shall be posted in the Squad Room at all times.

Section 8. Realignment

- (a) A department realignment shall be conducted once each year to provide an opportunity for employees to select job classification and shift for the year. Bargaining unit seniority and qualifications at the time of the realignment shall be the determining factors as to each employee's preference (classification and/or shift). After an employee has indicated a preference during the canvass, he/she shall be required to accept the position if he/she has the most bargaining unit seniority and is qualified. Each October 15th, for the duration of this Agreement, supervision shall initiate a canvass of all employees in the bargaining unit in order of bargaining unit seniority to record their classification and shift preference. Employees must have the bargaining unit seniority and qualifications at the time of the canvass to be eligible for the position. Supervision shall accomplish the resulting permanent movement by the first Monday in January or as soon thereafter as possible.

In an effort to expedite the realignment and assure that each officer is prepared to make a selection at the start of realignment, the Company will provide the Union negotiating committee and the Union membership with a copy of the realignment at least ten (10) calendar days prior to the start of the realignment.

An employee is obligated, upon having been contacted via telephone by a member of supervision, to indicate at the time of the contact his/her annual realignment preference(s), to include job classification, shift and vacation(s). Should the employee fail to fulfill this obligation during the telephone contact, the canvassing supervisor will assign the employee to an available job classification and shift vacancy. The employee shall have the opportunity, upon his/her return to work, to select from the vacant shift assignments and the remaining vacation periods.

- (b) A realignment within a classification shall be conducted when there is a change in working schedule. When it is determined that there will be a change in working schedule(s), supervision will initiate a canvass of all employees in the classification in order of seniority to record their shift preference. The canvass must be completed before the working schedule becomes effective. After an employee has indicated a preference during the canvass, he/she shall be required to accept the position if he/she is the most senior.

If the Company changes an employee's work schedule so that a change of roll out day(s) results, the Company will adjust red line vacation within the affected week only. This does not apply to changes in the work schedule that result from the absence of employees.

- (c) If during the canvass for realignment an employee cannot be contacted, he/she shall be placed according to his/her bargaining unit seniority and upon his/her return shall be permitted a bump.

Section 9. Shift Preference

Changes in the number of shift personnel during the period between annual realignment will be accomplished in accordance with (a), (b), (c), (d), (e), (f), (g) and (h) below:

- (a) When it is determined that a short term medical disability will prevent an employee from working his/her regular job assignment, the Company will not fill the job vacancy for either a maximum of three (3) months, or until the annual realignment is initiated, whichever event should occur first. If the vacancy is filled, it will be awarded to the most senior qualified employee having a bid card on file requesting the shift on which the vacancy exists.

After the vacancy is filled, if the employee who was absent on short term medical disability returns to work, that employee has the option to (1) exercise his/her seniority to return to the position, (2) bump the least senior employee on that shift, or (3) assume an existing vacancy on any shift.

- (b) An employee may file a bid card at any time; however, it will not be effective for fifteen (15) days except when a new shift is created. It is the responsibility of the employee to keep bid cards current. When the Company establishes a need to utilize the bid card procedure, supervision will fill one job as it occurs (by seniority). Once the bid card has been utilized, that card will be voided and the next job will be canvassed. When an officer elects more than one choice on a bid card preference, the supervisor will indicate in numerical order of his/her choice.
- (c) When the Company establishes a new shift with no additional employees added to that classification, but it creates a decrease to another shift within the classification, a canvass in order of seniority shall be conducted within the classification. Vacancies created by the canvass shall be filled by the bid card procedure as set forth in Subparagraph 9(b) above. The least senior employee(s) on the affected shift(s) may exercise bumping privileges in order of seniority. If the canvass or bumping procedure does not fill the new shift or shift vacancies, the least senior excessed employee(s) within the classification shall be assigned the vacancy.
- (d) When the Company determines a need to add to or decrease from an existing shift within a classification without a personnel increase, bid cards will be utilized to fill the designated need. The least senior employee(s) of each affected shift(s) may exercise bumping privileges in order of seniority. If the vacancy has not been filled, the least senior employee(s) within the classification shall be assigned the vacancy.
- (e) When the Company determines a need to add to an existing shift with a department personnel increase, bid cards will be utilized to fill the designated need. Before the remaining vacancy is filled with a qualified new hire or a qualified employee transferring from another USEC department, a SPOII/Offensive member will be considered for the vacancy.
- (f) When the Company determines a need to fill a vacancy in the SPOII/Offensive classification, a canvass in order of seniority of the SPOII/Offensive Reservist shall be conducted to fill the vacancy. If the vacancy is not filled by the canvass, the least senior SPOII/Offensive Reservist shall be assigned to fill the vacancy. In filling a SPOII/Offensive shift vacancy, the senior qualified employee having a bid card in for the vacancy will be awarded the vacancy, regardless of SPOII/Offensive active or reserve status.

- (g) When the Company determines a reduction in a classification with an addition to another classification, the least senior qualified employee of the classification to be reduced will be assigned to the classification which is to be increased. The bid card, bump and assign procedure in (c) above will apply to fill the designated shift need within the classification.
- (h) When the Company has determined there is a total reduction in the department, the following procedure will apply:
1. Voluntary layoff in accordance with Article VIII, Section 4, will be honored for the entire department.
 2. It may be necessary to assign the least senior qualified employee from the classification to be reduced to the classification where the voluntary layoff occurred.
 3. At the conclusion of Step 2, the procedure in (c) above will apply.
 4. When there is a total reduction in the department with the reduction(s) occurring in the Security Police Officer II Defensive (SPOII/Defensive) classification, and there is an employee(s) in the Security Police Officer II Offensive (SPOII/Offensive) classification with less departmental seniority than a Security Police Officer II Defensive (SPOII/Defensive):
 - A. The least senior employee(s) in the Security Police Officer II Defensive (SPOII/Defensive) classification shall be declared excess.
 - B. If the work force is not reduced to the required number after the voluntary layoff provision of the contract (Article VIII, Section 4) has been complied with and there is still an Security Police Officer II Offensive (SPOII/Offensive) employee(s) with less bargaining unit seniority than an Security Police Officer II Defensive (SPOII(s)/Defensive, the Security Police II Defensive (SPOII(s)/Defensive) shall be permitted to bump the least senior employee(s) in the Security Police Officer II Offensive (SPOII/Offensive) classification.
 - C. The affected Security Police Office II Offensive (SPOII/Offensive) employee(s) shall be excessed.
 - D. A Security Police Officer Defensive (SPOII/Defensive) exercising this option (bump) shall have one hundred twenty (120) days from the effective date of the bump to qualify as a Security Police Officer II Offensive (SPOII/Offensive).

E. Should the Security Police Officer II Defensive (SPOII(s)/Defensive) be unable to qualify as an Security Police Officer II Offensive (SPOII/Offensive) within the 120-day period, the Security Police Officer II Defensive (SPOII(s)/Defensive) shall be excessed and the most senior qualified Security Police Officer II Offensive (SPOII/Offensive) employee(s) shall be recalled to the Security Police Officer II Offensive (SPOII/Offensive) classification.

- (i) Security Officer (SO) vacancies shall be filled with medically disqualified employees (Security Police Officer (SPOII/Defensive) and Security Police Officer II (SPOII/Offensive) who meet the Security Officer (SO) qualifications. If no medically disqualified employee is available, the Security Officer (SO) task may be assigned to a Security Police Officer II (SPOII/Defensive and/or SPOII/Offensive). The number of positions shall be determined by the Company.

Section 10. Disqualification

- (a) An employee who is disqualified in his/her current job classification may bump in other classifications for which he/she is qualified, provided that he/she has enough bargaining unit seniority to displace the least senior employee.
- (b) See Memorandum of Understanding entitled "Failure to Meet DOE and/or NRC Standards."

ARTICLE IX

LEAVE OF ABSENCE

Section 1. Qualification and Reinstatement

- (a) Except as stated in Section 1(c) of this Article, an employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) days upon application to the Company in writing, provided the employee presents evidence acceptable to the Company that such leave of absence is for a reasonable purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations.
- (b) If a dispute arises concerning an employee's physical fitness to return to work under the Short Term Disability Plan, the grievance may be initiated at Step 4 of the Grievance Procedure.
- (c) **Educational Exit**

An employee may leave the employ of the Company after the completion of one year continuous service and upon approval of the Company in order to attend an accredited college or university, or a recognized trade or vocational school and shall be reinstated upon application provided he/she can qualify under the seniority rules, is physically capable of performing the work required, is granted a clearance and applies for reemployment within thirty (30) days after leaving the college, university or school. Trade or vocational school for purposes of this clause is one which provides training or a course of study related to jobs performed for the Company. The employee upon reinstatement shall be given the service he/she had when he/she left the Company, plus time spent in school, not to exceed four (4) years. The employee shall notify the employer in writing of the name of the school, the date of entry, and the expected length of the course of study. He/she shall confirm the continuation of his/her school attendance at annual intervals thereafter, subject to quarterly review. It is understood the employee will not be eligible for any Company benefits while on an educational exit. The employee must return to the active payroll before becoming eligible for contractual benefits.

Section 2. Union or Government Official

- (a) Upon written request to the Company made by the Union a reasonable period in advance, an employee certified by the Union, to be a full time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the Union. The number of employees granted such leaves of absence may not exceed one (1) at any time.
- (b) Each such leave of absence shall be for a period no less than seven (7) days and no longer than one (1) year, and shall be granted only at such times as shall not unreasonably interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.
- (c) Upon written request to the Company, an employee shall be granted a leave of absence to serve full time in an elected or appointed Federal, State, or Local government position for the duration of a single term of office only.
- (d) An employee granted such leave of absence must return all security identification issued and shall be issued appropriate identification.

Section 3. Absence Notification

- (a) An employee is responsible for notifying the Company, in advance, if possible, when unable to report for work as scheduled, including the reason therefore.
- (b) An employee who is absent from work for five (5) consecutive scheduled workdays without notifying the Company shall be considered to have resigned voluntarily unless he/she is incapacitated beyond his/her control.

Section 4. Failure to Report on Expiration

An employee who does not return to work by the fourth scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Company shall be considered to have resigned voluntarily.

ARTICLE X

HOURS OF WORK

Section 1. Definitions

Workday means the 24-hour period beginning at 11:00 p.m.

Workweek means the 7-day period beginning at 11:00 p.m. on Sunday.

7th Consecutive Day means the 7th consecutive workday in the workweek, i.e., the 24-hour period beginning at 11:00 p.m. on Saturday.

Working Schedule means the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

Section 2. Standard Workday - Workweek

- (a) A standard day's work shall consist of eight (8) hours worked within a workday. A standard week's work shall consist of five (5) standard days' work within a workweek amounting to a total of forty (40) hours.
- (b) The Company will continue its present practice of paying employees 30 minutes per day worked for required preliminary and postliminary activities.

Section 3. Working Schedule

- (a) Standard shift hours for employees working shifts shall be as follows:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.
- (b) When the Company determines the need for an extended working schedule, the standard workday and workweek will be posted prior to the effective date of the extended schedule. Article X, Sections 1 (except last paragraph), 2(a) and 3(a) will be redefined during extended working schedules.

Section 4. Irregular Shift

An irregular shift is an established 8-hour shift with starting time different from the rotating day, afternoon, or night shifts or from the non-rotating shift. Irregular shifts may be established as required with prior discussion with the Union Committee.

Section 5. Notification of Change

The Union will be notified of any extended change in the present work schedule; however, the provisions of this Agreement shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required to meet operating conditions.

Section 6. Military Pay

An employee who has completed his/her probationary period, who is a member of a reserve component of the Armed Forces, and who is required to enter upon active annual temporary training duty or temporary special service shall be paid the difference between the amount of base pay received from the Federal or State government for such duty and his/her base hourly rate, plus allowance for preliminary and postliminary activities, the total of both payments not to exceed a compensation of eight and one-half (8-1/2) hours for any scheduled workday for the time lost while on such duty up to a maximum period, beginning with the first regularly scheduled workday missed, of twenty-eight (28) calendar days per year, (this includes one (1) weekend training period per calendar year subject to the maximum of twenty-eight (28) calendar days per year) subject to the following provisions:

- (a) An employee must submit to supervision as soon as possible after receipt, evidence of orders to report for training.
- (b) When the employee returns to work he/she must submit to supervision a statement supporting payment for such duty.
- (c) Time off from work paid for under this section shall not be counted as hours worked in the computation of overtime or premium pay.
- (d) Such items as subsistence, rental, travel allowance and pay for nonscheduled workdays shall not be included in determining base pay received from Federal or State governments.

Bargaining unit personnel who are members of a reserve component of the Armed Forces and whose roll-out days occur on Monday through Friday may be permitted to have their roll-out day(s) exchanged for Saturday and/or Sunday (up to eleven (11) times per calendar year) when required to enter upon active temporary training duty. This shall not exceed a maximum number of 22 days per employee per year. The employee will notify supervision at least two (2) weeks in advance for scheduling purposes.

Section 7. Trades

- (a) Employees may not trade shifts or days off except with prior approval of their respective supervision, and provided further that no overtime premium is involved.
- (b) Employees may trade job assignments within their classification as long as the trades are made and approved by supervision at least 24 hours prior to the day the trade is to take place. Employees with medical problems will be able to trade up until 15 minutes prior to roll call.

Section 8. Overtime Opportunity

- (a) Overtime at the rate of one and one-half (1-1/2) times base hourly rate and at the rate of one and one-half (1-1/2) times any applicable shift differential will be paid to an employee for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides at the end of the workweek the greater total pay to the employee.
- (b) An employee who is required to work in excess of sixteen (16) continuous hours, shall be paid at the rate of double the base hourly rate and at the rate of double any applicable shift differential for all such continuous hours worked in excess of sixteen (16).
- (c) When an employee is required to work overtime beyond the end of his/her scheduled shift, he/she shall receive not less than four (4) hours pay at base hourly rate or one and one-half (1-1/2) times base hourly rate for such work performed, whichever is greater.
- (d) It is understood that (c) above does not apply to an employee who may be required to remain on his/ her assignment due to the absence or tardiness of another employee who is scheduled to relieve him/her, or to an employee who is held on his/her job up to the end of his/her scheduled shift.
- (e) An employee will not be required to take off a corresponding amount of time in any subsequent scheduled workdays in the same workweek to offset any overtime worked.
- (f) Except in an extreme emergency, an employee may not be forced over on their last scheduled day of work preceding scheduled days off or vacation taken, except as described in Section 8(d) of the article. Provided, however, that if no eligible employee is available for overtime, the Company may force over the least senior employee on his/her scheduled day of work preceding scheduled day off.

- (g) When canvassing for SPOII/Offensive overtime, all SPOII/Offensive active and reservist employees must be canvassed before a SPOII/Offensive employee is required to work the overtime assignment.
- (h) An employee required to report to plant site or stay beyond his/her regularly scheduled shift for training purposes or physical fitness qualification shall be entitled to the minimum guarantee of four (4) hours at base hourly rate or actual hours worked at one and one-half (1 1/2) times the base hourly rate, whichever is greater.
- (i) An employee directed to report to plantsite on his/her scheduled day off for medical consultation or testing shall be entitled to the minimum guarantee of four (4) hours at base hourly rate or actual hours spent on site, at one and one-half (1 1/2) times the base hourly rate, whichever is greater.

Section 9. Work Before Shift Start

An employee required to report for work before his/her regularly scheduled starting time shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate as overtime pay for such work performed, whichever is greater. Such employee shall not be required to take off a corresponding amount of time before the end of his/her regular shift.

Section 10. Overtime Lists

It shall be the responsibility of supervision to keep overtime in a group according to overtime worked. Initial lists will be arranged by seniority, and overtime opportunities will be offered in turn.

- (1) Applicable overtime lists shall be posted in an easily accessible area.
- (2) When determined during a shift that additional employees are needed on the following shift, it will be offered to those present on the shift which is working.
- (3) When determined during a shift that additional employees are needed on that shift, it will be offered to those scheduled to be present on the oncoming shift who can be personally contacted by phone.
- (4) When overtime, which cannot be offered according to Items (2) and (3) is to be scheduled, it shall be offered by reference to the establishment master overtime list of the department.
- (5) The movement of an employee from one list to another will not result in any change in the number of opportunities with which he/she has been charged.

- (6) If overtime is not obtained using the above procedure, the following will apply:
- a. If an individual on the oncoming shift reports he will be absent or tardy, the individual on the tardy officer's job assignment will be held over.
 - b. If the officer on the preceding shift is ineligible for the holdover, the least senior officer shall be forced over.
 - c. If an officer is forced to work beyond the end of his/her scheduled shift because supervision failed to remove a red-lined employee from the work schedule, the officer will be paid an addition $\frac{1}{2}$ times the Officer's Base Hourly Wage Rate.
 - d. Except in extreme emergency and employee may not be forced over on their last scheduled day of work preceding scheduled days off or vacation taken, except as described in Section 8 of this article. Provided, however, that if no eligible employee is available for overtime, the Company may force over the least senior employee on his/her last scheduled day of work preceding scheduled day off.
- (7) Eligible employees who miss overtime by refusing when offered, or who are not readily available by telephone, shall be charged overtime as having been offered, except for those on jury duty, scheduled vacations, military annual leave, funeral leave and sick leave after the second consecutive day of absence. Employees will only be charged for one opportunity per shift. While on short term or long term disability leave, employees will not accumulate more than fifteen (15) overtime opportunities.
- (8) The Company will furnish the Union with copies of the overtime canvass lists bearing the date, time and signature of the supervisor doing the overtime canvassing. Electronic data sheets will be provided to the Union President upon his/her request.
- (9) An employee that accepts an overtime opportunity, and then cancels, will be charged with one refusal for that overtime and will also be charged with one additional overtime opportunity.
- (10) The Company will continue the practice of identifying the location and type of work to be performed for overtime opportunities.
- (11) In the event a situation would arise whereby an employee is bypassed for an overtime opportunity in accordance with the above procedure, the situation will be forwarded by the Union President (or their designated representatives) to the Protective Force Section Manager for immediate resolution.

- (12) In the event of a serious personal hardship consistent with FMLA guidelines and upon written application approved by the Protective Force Section Manager, an employee's name may be removed from the overtime list for a defined period of no less than thirty (30) days. When an employee's name is returned to the overtime list, the employee will be charged with overtime opportunities missed while green pinned. An employee whose name is removed from the overtime list will not be forced to work overtime except during extreme emergencies as determined by the Company.

Section 11. Overtime – 7th Consecutive Day

An employee will be paid at the rate of two (2) times the base hourly rate of pay and at the rate of two (2) times any applicable shift differential for all hours worked on the seventh (7th) consecutive day worked in the workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding six (6) workdays of that workweek. Duplication of premium hours under Section 14 does not apply.

Section 12. Overtime – 6th Consecutive Day

- (a) An employee will be paid at the rate of one and one-half (1-1/2) times base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for all hours worked on the sixth (6th) consecutive day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding five (5) workdays of that workweek.
- (b) An employee shall be paid at the rate of one and one-half (1-1/2) times base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for all hours worked on the sixth (6th) day when he/she has worked a holiday as part of his/her first forty (40) hours worked. Time credited under Section 13 does apply.

Section 13. Credited Hours

- (a) Jury duty time, vacation, holiday worked, funeral absences, and schedule change, which are compensated for under appropriate provisions of this Agreement and non-compensable absences for Code 95, and subpoenas, except when the employee is the plaintiff or the defendant or in a case involving the Company, shall be credited as hours worked in computing overtime and in determining days worked for sixth and seventh consecutive day application, except that, to avoid duplication, there shall be credited only eight hours plus allowance for preliminary and postliminary for any one calendar day. When vacation is taken during an extended work schedule, all scheduled work hours

shall be credited.

- (b) Holiday not worked but paid shall be credited in the same manner except for those employees who are normally scheduled to work forty-two and one-half (42-1/2) hours within the workweek excluding the holiday(s) scheduled off.

- (c) Special Consideration - Credited Hours

As an exception to premium payment for hours not worked and for the express purpose of compensating an employee who works an overtime opportunity on his scheduled day(s) off and has pre-scheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the workweek, all hours worked or credited over forty (40) hours will be paid in accordance with the sixth (6th) and seventh (7th) workday principle.

Section 14. Duplication of Premium Hours

Premium hours that are paid for as minimum four (4) hour guarantees, and over eight (8) hours worked in a twenty-four (24) hour period shall not be duplicated under the terms of this Contract to the extent that hours are compensated for as overtime or premium under one provision they shall not be counted as hours worked in determining overtime or premium compensation under the same or any other provision except as specifically provided in Section 13.

Section 15. Holidays

- (a) The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, Christmas, and a day related to Christmas. An employee may take either Martin Luther King, Jr.'s Birthday or a holiday related to Independence Day designated by the Company as his/her eleventh holiday. Employees must select the optional holiday when they bid the annual realignment preceding the calendar year during which holidays are to be observed. Martin Luther King, Jr.'s Birthday is observed on the third Monday in January.

- (b) Should one of these holidays fall on a Sunday, the following Monday will be observed, as the holiday, and work on such Sunday shall not be compensated for under the holiday pay rules. Should one of these holidays fall on a Saturday, the preceding Friday will be observed as the holiday and work on such Saturday shall not be compensated for under the holiday pay rules.

However, as an exception to the foregoing, if one of these holidays occurs on a Saturday or Sunday that is also an employee's scheduled day of work, the employee will observe and be paid for that holiday on the actual day on which the

holiday occurs.

- (c) An employee who works on a day observed as a holiday will be paid at the rate of two and one-half (2-1/2) times base hourly rate and at the rate of two and one-half (2-1/2) times any applicable shift differential for all such hours worked
- (d) An employee who is not scheduled to work on a day observed as a holiday will be paid an amount equal to eight (8) times base hourly rate, plus allowance for preliminary and postliminary activities provided he/she works a minimum of eight (8) hours in the week in which the holiday is observed or is absent because of funeral leave, jury duty, military leave, Code 95 (for negotiations only), or on an approved vacation for any other day(s) of such week. However, duplicate payment shall not be made for holidays except as provided in Article XIII, Section 4. This provision does not apply to an employee who reports for work after being hired or recalled in the week of, but subsequent to, a holiday. An employee who is required to work on a holiday that was scheduled as his/her day off shall be paid eight (8) hours at base hourly rate and shall be paid at the rate of two (2) times base hourly rate for all hours actually worked up to and including eight (8), and two and one-half (2-1/2) times base hourly rate for all hours actually worked in excess of eight (8). Any applicable shift differential will be paid at the rate of two (2) times all hours actually worked up to and including eight (8), and at the rate of two and one-half (2-1/2) times for all hours actually worked in excess of eight (8).
- (e) An employee who is scheduled to work on a holiday but who reports off before the start of his/her shift because of illness will be paid as provided in (d).

Section 16. Change in Working Schedule

Unless notified thereof in the preceding workweek, if a change is made in an employee's working schedule from one shift to another, from one roll-out day to another, or scheduled vacation, he/she shall be paid for the first eight (8) hours worked on the new schedule at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential, except when such change is made at the request of or for the convenience of the employee. If such change results in more than eight (8) hours worked in a 24-hour period or more than forty (40) hours worked in a workweek, such payment shall be at double time.

Section 17. Emergency Call-in

An employee who has left the plant and is called in by the Company to perform work will receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate as overtime pay for such work performed, whichever is greater.

Section 18. Reporting Pay

- (a) An employee who reports for work at the start of his/her regular shift or at a time appointed by the Company without previously having been notified not to report, will be given at least four (4) hours work, or if no work is available, four (4) hours pay, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.
- (b) Failure on the part of an employee to keep the Company informed of his/her current address and telephone number will relieve the Company of its responsibility under this Section of the Agreement.

Section 19. Meal Allowance

- (a) An employee who is required to work overtime and who works ten (10) or more continuous and successive hours will be paid a meal allowance of four dollars and seventy-five cents (\$4.75) which will be included in the regular paycheck. An additional meal allowance will be allowed for each four (4) hours of consecutive work performed thereafter.
- (b) No time will be deducted for lunch periods during such overtime work, it being understood that they will be made as short as possible.
- (c) The Company will continue its practice of arranging transportation home for employees who are required to work overtime without sufficient prior notice thereof.

Section 20. Jury Duty

An employee who is required to serve on a municipal, county, federal jury, or grand jury, shall be paid the base hourly rate, plus allowance for preliminary and postliminary activities, [the total of both payments not to exceed a compensation of eight and one-half (8 1/2) hours for any scheduled workday] for the time lost from the regularly scheduled work shift by reason of such service subject to the following provisions:

- (a) Employees must notify their supervision within twenty-four (24) hours after receipt of notice of selection for jury duty.
- (b) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

Section 21. Funeral Pay

An employee who is excused from work because of death of a member of his/her immediate family shall be paid at base hourly rate, plus allowance for preliminary and postliminary activities, for time missed up to a maximum of three (3) consecutive scheduled workdays. However, any employee who travels more than 400 miles each way from Piketon, Ohio to attend a funeral service for a member of his/her immediate family will be paid for time missed up to a maximum of four (4) scheduled work days. [Payment not to exceed a total compensation of eight and one-half (8-1/2) hours for any scheduled workday.] For the purpose of this section, the term "a member of his/her immediate family" shall be defined as and be limited to the following: spouse, children, stepchildren, parents, grandparents, grandparents-in-law, grandchildren, brothers, stepbrothers, sisters, stepsisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, parents-in-law, stepparents of the employee or spouse and, if they reside in the employee's household, other dependent relatives.

ARTICLE XI - WAGES

Section 1. Base Hourly Rates

The base hourly rates of pay set forth below have been fixed on a permanent basis and shall remain in effect for the duration of this Agreement.

(a) Effective 09/12/2002, Base Hourly Wage Rate.

	<u>SQ</u>	<u>SPOII/Defensive</u>	<u>SPOII/ Offensive/ Reservist</u>
Starting Rate	15.974	16.111	16.426
After 6 mos.	16.649	16.786	17.101
After 12 mos.	17.324	17.462	17.777
After 18 mos.	17.999	18.138	18.453
After 24 mos.	18.674	18.814	19.129
After 30 mos.	19.349	19.490	20.115

(b) Effective 8/04/2003, Base Hourly Wage Rate.

	<u>SQ</u>	<u>SPOII/Defensive</u>	<u>SPOII/ Offensive/ Reservist</u>
Starting Rate	15.974	16.111	16.426
After 6 mos.	16.780	16.919	17.234
After 12 mos.	17.586	17.727	18.042
After 18 mos.	18.393	18.535	18.850
After 24 mos.	19.199	19.343	19.658
After 30 mos.	20.006	20.152	20.777

(c) Effective 8/04/2004, Base Hourly Wage Rate.

	<u>SQ</u>	<u>SPOII/Defensive</u>	<u>SPOII/ Offensive/ Reservist</u>
Starting Rate	15.974	16.111	16.426
After 6 mos.	16.908	17.048	17.363
After 12 mos.	17.842	17.985	18.300
After 18 mos.	18.777	18.922	19.327
After 24 mos.	19.711	19.859	20.174
After 30 mos.	20.646	20.796	21.421

(d) Effective 8/04/2005, Base Hourly Wage Rate.

	<u>SQ</u>	<u>SPOII/Defensive</u>	<u>SPOII/ Offensive/ Reservist</u>
Starting Rate	15.974	16.111	16.426
After 6 mos.	17.032	17.172	17.487
After 12 mos.	18.090	18.234	18.549
After 18 mos.	19.148	19.295	19.610
After 24 mos.	20.206	20.357	20.672
After 30 mos.	21.265	21.419	22.044

(e) Effective 8/04/2006, Base Hourly Wage Rate.

	<u>SO</u>	<u>SPOII/Defensive</u>	<u>SPOII/ Offensive/ Reservist</u>
Starting Rate	15.974	16.111	16.426
After 6 mos.	17.159	17.301	17.616
After 12 mos.	18.345	18.491	18.806
After 18 mos.	19.530	19.681	19.996
After 24 mos.	20.716	20.871	21.186
After 30 mos.	21.902	22.061	22.686

SO's and SPO's employed after the date of this contract will follow wage progressions over a 30 month period with the start rate at the current rate and remaining constant for the term of the contract. The new 30 month progressions will be equally divided into 6 month intervals until the 30 month top-out rate is reached.

(f) Lump sum payments will be made as follows:

<u>For Active Employees on Payroll</u>	<u>Amount</u>
At Ratification	\$1,000.00
End of August 2003	\$ 300.00
End of August 2004	\$ 250.00
End of August 2005	\$ 250.00
End of August 2006	\$ 200.00

Section 2. Rate Changes

An employee will receive automatic rate increases from starting rate to and including the maximum rate in the amount and at the completion of each period of service indicated in Section 1 above, except as provided below:

(a) Period of service shall exclude any absence for which a leave of absence is granted.

- (b) Unsatisfactory work performance may be cause for withholding an automatic increase. Facts concerning such action will be furnished in writing to the employee affected. The withholding of an automatic increase can be a proper subject for the Grievance Procedure.
- (c) Supervision may approve increases before the completion of any period of service or to the next step rate within the rate range indicated in Section 1 above.
- (d) Each increase starts a new period of service for progression to the rate range, measured from the effective date of such increase.
- (e) Automatic rate changes will become effective on Monday of the week in which the new rate is established.

Section 3. Recall

An employee recalled will assume a rate at the same relative position in the rate range as he/she had established when placed on the recall list but not to exceed the maximum of the classification.

Section 4. Exclusion of Premium Pay

Any premium pay referred to in this Agreement is to be excluded from calculation of pay unless specifically included.

Section 5. Shift Differential

- (a) A shift differential of forty cents (40¢) per hour shall be paid for work performed between the hours of 3:00 p.m. and 11:00 p.m. A shift differential of seventy cents (70¢) per hour shall be paid for work performed between the hours of 11:00 p.m. and 7:00 a.m.
- (b) Shift differential will not be paid for hours paid for but not worked.

Section 6. Saturday/Sunday Bonus

An employee who works Saturday and/or Sunday shall receive an additional forty cents (40¢) per hour for such hours worked on Saturday, and sixty cents (60¢) per hour for such hours worked on Sunday. In no case shall such payments be applied to hours not worked.

ARTICLE XII

LAYOFF ALLOWANCE

Section 1. Eligibility

- (a) Employees who are laid off by the Company on account of a reduction in force shall be paid a weekly layoff allowance in accordance with the eligibility schedule.
- (b) Employees terminated for medical reasons who do not qualify for benefits (excluding vested pensions) or who are laid off without recall rights, shall be paid a termination allowance in accordance with the eligibility schedule.
- (c) **Layoff Allowance Eligibility Schedule**

CONTINUOUS SERVICE

ALLOWANCE

Less than 3 months

No allowance

3 months, but less than 1 year

1 week (or 40 hours)

1 year but less than 3 years

1-1/2 weeks (or 60 hours)

3 years but less than 5 years

2-1/4 weeks (or 90 hours)

5 years but less than 7 years

4 weeks (or 160 hours)

7 years but less than 9 years

8 weeks (or 320 hours)

9 years but less than 11 years

9 weeks (or 360 hours)

11 years but less than 13 years

10 weeks (or 400 hours)

13 years but less than 15 years

11 weeks (or 440 hours)

15 years but less than 17 years

12 weeks (or 480 hours)

17 years but less than 18 years

13 weeks (or 520 hours)

18 years but less than 19 years

14 weeks (or 560 hours)

19 years but less than 20 years

15 weeks (or 600 hours)

20 years but less than 21 years

16 weeks (or 640 hours)

21 years but less than 22 years

17 weeks (or 680 hours)

22 years but less than 23 years

18 weeks (or 720 hours)

23 years but less than 24 years

19 weeks (or 760 hours)

24 years but less than 25 years

20 weeks (or 800 hours)

25 years but less than 26 years

21 weeks (or 840 hours)

26 years but less than 27 years

22 weeks (or 880 hours)

27 years and over

23 weeks (or 920 hours)

Section 2. Payments

Calculation of payments under Section 1 above will be based on the employee's base hourly rate at time of layoff.

Section 3. Recall Eligibility

An employee who is recalled and subsequently laid off from the payroll will receive layoff allowance based on his/her most recent recall date. An employee on layoff who is recalled and subsequently laid off will have his/her layoff allowance eligibility reduced by the number of weeks of payment received prior to recall.

Section 4. Successor Clause

The Company agrees that if during the life of this Agreement it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee or assignees of the exact terms of this agreement and shall make the sale, lease, transfer, or assignment conditional upon the purchaser, lessee, transferee, or assignee, assuming all the obligations of the Agreement until the expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of this Agreement.

ARTICLE XIII

VACATIONS

Section 1. Eligibility

An employee shall be entitled to a vacation with pay in each calendar year worked, based upon length of continuous service, in accordance with the following schedule:

- (a) One (1) year but less than five (5) years of continuous service - ten (10) workdays of vacation.
- (b) Five (5) years but less than ten (10) years of continuous service - fifteen (15) workdays of vacation.
- (c) Ten (10) years through nineteen (19) years of continuous service - twenty (20) workdays of vacation.
- (d) Twenty (20) years through twenty-nine (29) years of continuous service - twenty-five (25) workdays of vacation.
- (e) Thirty (30) years or more of continuous service - thirty (30) workdays of vacation.

An employee must complete the full minimum continuous service requirements before becoming eligible to take a vacation or additional vacation.

Section 2. Extended Working Schedule

If the department is on an extended working schedule at the time a vacation is taken, the vacation pay shall be consistent with the department's extended working schedule. However, an employee shall not be charged more than five (5) days vacation for any one workweek. An employee who is on vacation shall receive the base hourly rate, plus allowance for preliminary and postliminary activities, at the time vacation was taken for each hour of vacation for which qualified.

Section 3. Vacation Period

The vacation period shall be on a calendar year basis from January 1 to December 31 inclusive. All vacations will be taken within the vacation period, except that an employee may defer vacation until the next vacation period.

Section 4. Holiday During Vacation Period

If a day observed as a holiday occurs during an employee's vacation, such employee shall receive eight (8) hours pay at base hourly rate, plus allowance for preliminary and postliminary activities, in addition to vacation pay, and may elect to take a day of excused absence without pay, consecutive with vacation, provided such additional day of absence is scheduled in advance.

Section 5. Scheduling

- (a) Vacations are scheduled by the Company to be taken during the vacation period. Preference within the department as to dates will be given on the basis of bargaining unit seniority within a classification by shift provided such preference is indicated at the time of the Annual Realignment Canvass under Article VIII, Section 8. Such preference will apply to vacations deferred from the preceding vacation period.
- (b) To accomplish the foregoing vacation preference, supervision will initiate each October at the time of the Annual Realignment Canvass under Article VIII, Section 8, a canvass of all employees in the bargaining unit in order of bargaining unit seniority within a classification by shift to record their preference for the next vacation period on the year's vacation calendar. As each employee is canvassed in turn by supervision, the employee will immediately indicate his/her preference among the remaining vacation dates available, or be considered as having waived seniority preference for the balance of that vacation period.
- (c) An employee entitled to the (10) workdays of vacation may divide the vacation into two (2) portions, one of which shall be not less than five (5) consecutive scheduled workdays, and an employee entitled to more than ten (10) workdays of vacation may divide the vacation into three (3) portions, one of which shall not be less than five (5) consecutive scheduled workdays.

An employee entitled to twenty (20) or more workdays of vacation may divide the vacation into three (3) portions, two of which shall not be less than five (5) consecutive scheduled workdays.
- (d) Beginning January 1, 2003, and for the remainder of the term of this contract, during the period beginning with Memorial Day and ending with Labor Day, red line vacation will be limited to twelve percent (12%) of the work force represented by the Union as of the most recent annual realignment date. During the period beginning with Labor Day and ending with Memorial Day, red line vacations will be limited to nine (9%) of the work force.

Non red-line vacation preferences may be signed at the time the employee signs re-alignment or at any time during the year. The total red-lined and non red-lined vacation will not exceed the employee's total vacation eligibility.

- (e) Subject to operational necessities and efficiencies, the Company shall approve the maximum number of employees to be on vacation.

Section 6. Exiting Employees

An employee who is laid off, released, or discharged, or who resigns will be paid for vacation earned but not taken at the time employment is terminated.

Section 7. Deceased Employees

In the event an employee who is entitled to a vacation dies before taking that vacation, the person designated as beneficiary on a form provided by the Company, shall be entitled to the vacation pay in the manner permitted by law.

Section 8. Deferred Vacation

An employee may defer his/her vacation only until the end of the following vacation period. Any employee, who is unable to take any deferred vacation due to an occupational or non-occupational disability, will be paid for any unused portion.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Uniforms and Equipment

The Company will prescribe all articles of uniform and equipment. The Company will maintain all uniforms (including footwear), will as necessary replace present uniforms, and will furnish uniforms for new employees. It will be the responsibility of the employee to furnish and maintain underwear and socks.

Section 2. Bulletin Board

A bulletin board will be provided in the Protective Force Headquarters which may be used by the Union for posting notices and announcements of official business. All such notices shall be submitted to the Company for approval and posting.

Section 3. Work by Non-Bargaining Unit Personnel

Non-bargaining unit personnel shall not do work which will deprive bargaining unit employees of jobs normally performed by them. This does not prevent such non-bargaining unit personnel from performing necessary functions such as instruction, or from performing work in emergencies where a regular employee is not immediately available.

Section 4. Relief

The Company will continue to grant employees necessary relief.

Section 5. Non-discrimination

No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, handicap or veteran status.

Section 6. Payday

Monday is designated as payday. Weekly paychecks or direct deposit advice statements will be delivered to employees by U.S. Mail.

Section 7. Health and Safety

- (a) The Company will continue to make provisions for the safety and health of employees while at work.
- (b) Any health or safety problem can be a proper subject for the Grievance Procedure after it has first been reviewed by the Shift Superintendent in accordance with the established procedure for processing such matters and reviewed by the Company-Union Health and Safety Committee. A Company-Union Health and Safety Committee shall be established consisting of a representative of the Safety Department (chairperson), the Union President, the Union Safety Representative, the Protective Force Section Manager and the Police Captain, or their alternates. Meetings will be held monthly as required. The duties of the Committee shall be to make recommendations to the Executive Safety Committee for changes or improvements of Safety. A copy of the minutes of each meeting will be given to the President, the Grievance Committeeperson, and each Shift Safety Representative.
- (c) Records relating to the radiation exposure of employees maintained by the Health Physics Group will be made available to the employee upon written request.
- (d) Employees who are scheduled for physical examinations in the Medical Department will be verbally informed of the results of such an examination by the examining physician. Upon written request of the employee, the results of such an examination will be mailed to the employee's personal physician.
- (e) In the event there is a disagreement between the Company Medical Director and the employee's physician regarding the medical evidence presented at the time of the employee's return from injury or illness, at time of job transfer, or restriction from classification, the question shall be submitted to a third physician selected by the two physicians. The medical opinion of the third physician after examination of the employee and consultation of the other two physicians shall decide such question. The expenses of the third physician shall be borne jointly by the Company and the Union.

Section 8. Prescription Glasses

The Company will furnish prescription and nonprescription safety glasses (tinted or otherwise) to employees as required by job assignment or a prescription, approved by an ophthalmologist, showing evidence of eye deficiency or disease.

Section 9. Rotation

The Company will rotate work assignments within each shift twice each weekly work period, insofar as the efficient operation of the Department will permit.

Section 10. Work Assignments

The Company will continue the general nature of police work assignments. The Company may provide light duty work for medically restricted employees.

Section 11. Changes in Policies

The Company will give the Union prior written notice, where practicable, of changes in policies which directly affect employees of the bargaining unit. Upon request, the Company will negotiate concerning the effects of such changes.

Section 12. Definition - Days

The term "days" as used in this Agreement, shall mean consecutive calendar days except as otherwise indicated.

Section 13. Educational Assistance

The Company shall provide financial assistance to eligible employees who, while still employed and outside of their regular working schedule, satisfactorily complete approved courses in accordance with educational assistance programs as established by the Company.

Section 14. Change of Condition in Contract

If any unusual condition or emergency arises that warrants special consideration in deviating from this Agreement, the parties will meet in an effort to resolve any differences not covered by this Agreement.

Section 15. Federal Law

The parties will comply with the Americans with Disabilities Act and the Family and Medical Leave Act.

Section 16. Physical Fitness Clothing Allowance

Eligible employees participating in the physical fitness program will receive an annual, taxable \$200 clothing allowance. This allowance is to be used to purchase appropriate running shoes and exercise clothing, which meet requirements established by the Company. Employees on the payroll on August 4, 2002, will receive the allowance effective September 1, 2002. Subsequent year allowances will be made to participating employees in August of each year for the term of this contract. Employees temporarily restricted from participating on the above dates will receive the allowance once they are again participating.

ARTICLE XV

DISABILITY PAY

Section 1. Short Term Disability Plan

An employee disabled and unable to work due to illness, pregnancy, occupational or non-occupational injury, will be paid 100% of his/her basic straight-time hourly rate in accordance with the terms and conditions of the Short Term Disability Plan set forth in this article and the USEC "Your Book of Benefits" handbook, under the Short Term Disability Plan section. Payments will be provided in accordance with the following schedule:

<u>Continuous Service</u>	<u>Maximum No. of Months of Payment Per Absence</u>
At least 1 mo. but less than 2 mos.	one month
At least 2 mos. but less than 3 mos.	two month
At least 3 mo. but less than 4 mos.	three month
At least 4 mo. but less than 5 mos.	four month
At least 5 mo. but less than 6 mos.	five month
At least 6 or more months	six month

Except that non-occupational absences will be limited to seven (7) absences in a 12-month rolling period unless such absences are immediately followed by hospital admittance, or last longer than 25 consecutive days. Employees exceeding seven (7) eight-hour days of absences in the 12 month rolling period will not be compensated for additional absences unless the absence is beyond 16 consecutive scheduled work hours. Absences beyond 16 consecutive scheduled work hours will be compensated as above. An employee who is under this requirement will maintain that requirement until such time as the employee has no absences for 4 months. The Company and Union will jointly address employees who have attendance problems prior to disciplinary action. The Company will provide the Union President with access to the time entry to track employees attendance.

Section 2. Long Term Disability Plan

An employee totally disabled for six months will become eligible to receive sixty percent (60%) of his/her monthly basic straight time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the "Disability" section of the USEC "Your Book of Benefits" handbook, referred to in Section 1 above and will be paid, if he/she is totally and permanently disabled as defined in the above-referenced handbook, until he/she reaches age 65. Under specified circumstances, such benefits will continue beyond age 65. Such benefits will be reduced by any income benefits, the employee is eligible to receive from other sources such as Social Security, Workers' Compensation, other statutory benefits, and other Company benefit plans.

If a dispute arises as a result of an employee's claim that he or she is totally and permanently disabled as

defined in the above-referenced handbook or that such employee continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than 60 days after receipt of denial:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination by him or her of the employee and consultation with the other two physicians, shall be final and binding on the Company, the Union, and the employee. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

In the event a ruling by the insurance company on an employee's application for LTD benefits is delayed for more than 60 days through no fault of the employee, the Company will advance to the employee monthly payments equal to the employee's monthly LTD benefit provided the employee agrees to a loan agreement to repay the advances at the time a ruling on the LTD application is made. In the event the Company experiences difficulty obtaining payback of such loans, upon notification to the Union, this loan arrangement will be discontinued.

Section 3. Conditions of Payment

- (a) Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:
- (1) Any disability occurring during the first 12 months that the employee's plan coverage is in effect if caused by any condition for which he/she received treatment during the three month period before his/her coverage became effective, or
 - (2) Any period of incapacity beyond the first sixteen (16) consecutive scheduled work hours of absence during which the employee is not under treatment by a licensed practicing physician, or
 - (3) Any disability caused directly or indirectly by war declared or undeclared, or
 - (4) Any intentionally self-inflicted injury, or
 - (5) Any disability resulting from commission of a felony, or
 - (6) Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.

- (b) Payments under these plans will be made only to employees whose absence is due to no occupational or occupational disability and will not be paid to employees who are absent for other reasons.
- (c) Payments will only be made when the Company is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that the employee's absence was due to legitimate no occupational or occupational illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Company during the first sixteen consecutively scheduled work hours of the absence. However, certification may be requested by the Company for any or all of the first sixteen hours if the Company has reason to question the absence.
- (d) Payments will only be made when employees properly report their absence and the cause of their absence to the proper Company representative in a prompt manner.
- (e) Payments are applicable only for the normal workweek and normal work day. In case working hours of the plant are changed, it is understood that payment under the above schedule will be changed in direct proportion to the change in working hours.
- (f) It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.

Section 4. Administration of Plans

(a) Short Term Disability Plan

The administration of the Short Term Disability Plan and the payment of benefits under this plan shall be handled by the Company.

(b) Long Term Disability Plan

The administration of the Long Term Disability Plan and the payment of benefits under this Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company but that he or she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under this Plan and desiring to file such claim with the Insurance Company becomes engaged in a non-medical factual dispute with the Company in

connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of continuous service or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company, except as provided under the second paragraph of Section 2 of this Article. It is understood that the Company shall retain the right to select and arrange with an Insurance Company to provide certain benefits available under these Plans; and to replace the Insurance Company from time to time as it may deem appropriate.

Section 5. Continuous Service During Approved Non-occupational or Occupational Absences

An employee who is disabled and unable to work will receive Continuous Service for the period of his or her Short Term Disability approved by the Company and/or the period of his or her Long Term Disability approved by the Insurance Company.

ARTICLE XVI

INSURANCE

Section 1. Group Life

- (a) The Group Plan will provide the following Basic and Supplemental Group Life Insurance Benefits.

(1) Basic Group Life Insurance Benefits will:

- A. Provide an employee's beneficiary with an amount equal to at least two years' pay if he/she should die before age 65 while an active employee, or
- B. Provide an employee with a reduced amount of life insurance after age 65.
- C. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

(2) Supplemental Group Life Insurance Benefits will:

- A. Provide an employee's beneficiary with an amount equal to at least an additional year's pay in the event of death before age 65 while an active employee.
- B. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

- (b) Benefits under the Group Life Insurance Plan for eligible employees who participate in the plan are set forth in the booklet entitled USEC "Your Book of Benefits", under the Life and Accident section. This booklet is hereinafter referred to as the Insurance Booklet.

- (c) Participation in the Group Life Insurance Plan shall be on a voluntary basis.

- (d) The costs to employees for Basic Life Insurance and Supplemental Life Insurance are set forth in the Insurance Booklet, and these costs shall not be increased during the term of the Agreement. Each participating active employee shall pay his/her cost of the Group Life Insurance Plan by payroll deduction pursuant to his/her written authorization therefore on a form supplied by the Company. An early retiree who qualifies for and elects the option to continue the full amount of (a) his/her Basic Life Insurance or (b) his/her Basic and Supplemental Life Insurance

up to age 65, as set forth in the Insurance Booklet, shall make his/her payments in advance monthly (or quarterly if he/she desires) to the office or postal address designated by the Company.

Section 2. Health Benefits Program

Effective October 1, 1997, employees may participate in a medical plan providing benefits as set forth in the USEC "Your Book of Benefits" as contained in the Medical Plan section, which includes:

- (a) a medical plan designed to pay the major share of covered hospital, surgical and medical expenses, including prescription drug and vision care expenses, while attempting to control health care costs by encouraging the use of cost effective services.
- (b) The Company will arrange with an insurance company to make available to participating employees in the bargaining unit certain benefits set forth in the booklet entitled USEC "Your Book of Benefits".
- (c) The Company will arrange with an insurer or provider of health care benefits to make available to participating employees in the bargaining unit the benefit options referred to above.
- (d) It is agreed that the gross cost of the Health Benefits Program shall be shared by the Company and participating employees. Each employee who enrolls in the Program shall pay the applicable rate, such rate, representing 9%* (except as amended below) of the total gross cost. The Company shall pay the remaining 91 %* (except as amended below) of the cost.

* Employee contributions for the new medical and dental insurance coverage will be the following percentages of the total gross premiums:

Coverage	Effective 10/01/02	10/01/03	10/01/04	10/01/05	10/01/06
Medical Insurance	12%	14%	16%	17%	18%
Dental Insurance	12%	12%	12%	12%	12%

Guards employed after the date of this contract will immediately have an 18% employee cost share (medical insurance coverage) for the term of the contract.

It is agreed that the Company may offer an alternative medical plan to employees. Employees may elect to enroll in the alternative plan rather than elect coverage as provided above, provided they satisfy the enrollment eligibility requirements and pay the applicable rate for membership in the alternative plan. The applicable rate for employees will represent 9%* of the gross premium of the alternative plan, except that, if the alternative plan gross premium exceeds the gross premium of the coverage provided above, the employee will pay the overage. Initial enrollment will be completed within sixty (60) days

after an alternative plan is offered. Effective January 1, 2003, the current medical and drug plans will be changed as described below:

Medical Plan Design Changes

MEDICAL PLAN DESIGN CHANGE				RX DRUG DESIGN CHANGES		
Plan Design Element to Change	Current Plan (CIGNA)	Current Plan (UHC)	New Plan	Plan Design Element to Change	Current Plan (CIGNA)	Current & New Plan (UHC)
OP Hospital Co-payment	\$50	\$0	\$100	Retail Generic	90% after \$50 deductible Employee pays 10%	\$10 No deductible
ER Visit Co-payment	\$75	\$75	\$100	Retail Brand	80% after \$50 deductible Employee pays 20%	\$15/\$30 No deductible
IP Hospital Co-payment	\$100	\$0	\$250	Mail Generic 90 day supply	\$5 Co-payment No deductible	\$20 Co-Payment No deductible
Out-of-Network Deductible	0.75% of pay (min \$200/\$400)	\$300/\$600	1.00% of pay (min \$250/\$500)	Mail Brand 90 day supply	\$15 Co-payment No deductible	\$30/\$60 Co-Payment No Deductible
OV Co-payment	\$10 POS	\$10	\$20 PPO			
Urgent Care Co-payment	\$75	\$25	\$30			
Physical Therapy Co-payment	\$0	\$10	\$20			
IP Mental Health and IP Alcohol & Drug Abuse Co-payment	\$100	80% Employee pays 20%	\$250			
OP Mental Health and OP Alcohol Drug Abuse Co-payment*	\$15 individual therapy/ \$10 group therapy	\$20 individual therapy/ \$10 group therapy	\$25 individual therapy/ \$10 group therapy			
Skilled Nursing Facility Co-Payment*	\$100	\$0	\$250			
Transplant Coverage Co-Payment	\$100	\$0	\$250			
Chiropractic Care Co-Payment	\$10	NC	\$20			

The Local Union may secure an insurance plan on its own behalf. Details of this option are described in the Memorandum of Understanding, Optional Medical Plan, page 66.

Section 3. Dental Plan

Benefits under the Dental Insurance Plan for eligible employees and dependents who participate in the Dental Plan are set forth in the booklet entitled USEC "Your Book of Benefits", section entitled Dental Plan. It is agreed that the gross cost of the said Dental Plan shall be shared by the Company and participating employees. Effective October 1, 1997, each employee who chooses to enroll in the Dental Plan shall pay the applicable rate, such rate representing 12%* of the total gross cost. The Company will pay the remaining 88%* of the costs.

Section 4. Special Accident

Benefits under the Special Accident Insurance are available to eligible employees on an optional contributory basis and are set forth in the booklet entitled USEC "Your Book of Benefits", section entitled Life and Accident.

Section 5. General

- (a) In the event of the enactment or amendment of any Federal or State law providing for benefits similar in whole or in part, to those covered by this Agreement, and

requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by this Agreement, whichever costs are greater.

- (b) The Company shall arrange through an insurance company(s) or other carrier(s) for coverage providing benefits under the above Plans.

ARTICLE XVII

PENSIONS

1. The Pension Plan will provide a pension based upon the largest amount produced by any of the following formulas:
 - (a) A Regular Formula providing a monthly benefit of:

1.2% times average straight-time monthly earnings, times years and completed months of service credit, plus \$18.
 - (b) An Alternate Formula providing a monthly benefit of:

1.5% of average straight-time monthly earnings times years and completed months of service credit, less 1.5% of monthly Primary Social Security Benefit, times years and completed months of service credit, up to 33 1/3 years (up to a maximum of 50% of primary Social Security Benefit).
 - (c) A Minimum Formula providing a monthly benefit of:

\$5 for each of your first ten years of service credit.

\$7 for each of the eleventh through the twentieth years of service.

\$9 for each year in excess of twenty years of service, plus 10% of average straight-time monthly earnings (If less than eight years of service, this will be reduced by 1% for each year less than eight.) plus \$18.
2. Benefits available under the amended pension plan to eligible employees who retire on or after January 1, 1989, are set forth in the USEC "Your Book of Benefits", section entitled Pension Plan.
3. It is understood that if any dispute arises from the denial of a Bargaining Unit employee's claim for benefits under the Pension Plan, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.

4. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.
5. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:
 - a. Qualifying under Section 401K of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and
 - b. Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

In the event that any revision in the Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable Federal law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Pension Plan and in this Agreement.

ARTICLE XVIII

TERM OF AGREEMENT

Section 1. Effective Dates

This Agreement shall become effective as of 11:59 PM, Sunday, August 4, 2002. It shall continue in effect for a term of approximately five (5) years until 11:59 PM, Friday, August 4, 2007, and shall automatically be renewed thereafter from year to year unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend the Agreement.

As its sole responsibility with regard to successorship matters, USEC will immediately upon learning that its contract for the operation and maintenance of the enrichment operations is being put out to bid, notify known bidders that there is a Collective Bargaining Agreement in effect, and provide those bidders copies of the current bargaining agreement.

Section 2. Renegotiation Notice

Both notice of request for renegotiation and lists of items to be amended will be sent by registered mail to the following:

1. International Union, Security, Police, Fire Professionals of America (SPFPA),
25510 Kelly Road, Roseville, Michigan, 48066.
2. United States Enrichment Corporation
Box 628, Piketon, Ohio, 45661.

Section 3. Termination of Contract

This Agreement will be automatically terminated upon termination or completion of Contract No. HQ-93-C-0001 entered into between the Company and the United States of America as represented by the United States Enrichment Corporation and covering operations at the Portsmouth Area Plant.

ARTICLE XIX

APPROVAL

This Agreement between the Company and the Union is subject to ratification by the membership of Local No. 66 and to the approval of the International Union, Security, Police, Fire Professionals of America, and shall be effective only if so approved.

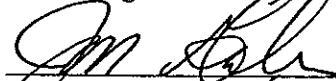
IN WITNESS WHEREOF the duly chosen representatives of the parties to this Agreement have hereunto set their hands this day of , 2002.

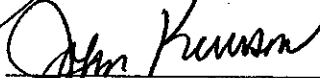
INTERNATIONAL UNION, SECURITY,
POLICE, FIRE PROFESSIONALS OF
AMERICA (SPFPA)
and its AMALGAMATED LOCAL NO. 66

UNITED STATES ENRICHMENT CORPORATION
PORTSMOUTH PLANT

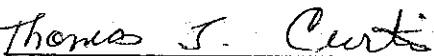

Garry Hager



Tom Douglas

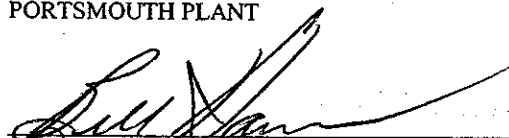

Jon Gahm


John Kerrison

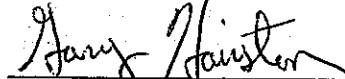

Dale Neal


Tom Curtis


Gerry Hartlage


Bill Harrison


Jim Anzelmo


Gary Hairston


Jim Snodgrass

APPENDIX A

COST-OF-LIVING ALLOWANCE

All employees within the bargaining unit as defined in Article II of this Agreement shall be covered by a Cost of Living Agreement Allowance as defined and set forth in this Section.

- (a) The amount of the Cost of Living Allowance shall be determined and re-determined as provided below in accordance with changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84) CPI-W = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, and referred to herein as "Index".

The Cost of Living Allowance shall be based on one (1) cent per hour adjustment for each full 0.1-point change in the Index as provided herein.

- (b) (1) After August 4, 2002, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of four (4) percent of the base index described below. The base to calculate the initial adjustment which may be due under this Section shall be the Index for July of 2002 (published in August 2002). Adjustments shall be made November 4, 2002; February 3, 2003; May 5, 2003; and August 4, 2003, if appropriate.
- (2) After August 4, 2003, Cost of Living adjustments will be made and shall be payable quarterly when/and if the Index increases in excess of four (4) percent of the base index described below. The base shall be the Index for July of 2003 (published in August 2003). Adjustments shall be made November 3, 2003; February 2, 2004; May 3, 2004; and August 2, 2004, if appropriate.
- (3) After August 2, 2004, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of four (4) percent of the base index described below. The base to calculate the initial adjustment which may be due under this Section shall be the Index for July of 2004 (published in August 2004). Adjustments shall be made November 1, 2004; February 7, 2005; May 2, 2005; and August 8, 2005, if appropriate.

- (4) After August 8, 2005, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of four (4) percent of the base index described below. The base to calculate the initial adjustment which may be due under this Section shall be the Index for July 2005 (published in August 2005). Adjustments shall be made November 7, 2005; February 6, 2006; May 8, 2006; and August 7, 2006, if appropriate.
- (5) After August 7, 2006, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of four (4) percent of the base index described below. The base shall be the Index for July 2006 (published in August 2006). Adjustments shall be made November 6, 2006; February 5, 2007; May 7, 2007; and August 6, 2007, if appropriate.
- (c) In computing overtime pay, vacation pay, holiday pay, call-in pay, disability pay, jury duty pay, funeral leave pay, and military makeup pay as provided in this Agreement, the amount of any Cost of Living Allowance then in effect shall be included.
- (d) In the event that the Bureau of Labor Statistics does not issue the Index on or before the beginning of the pay period referred to in Paragraph (b) above, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.
- (e) No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the Cost of Living has been determined.
- (f) The continuance of the Cost of Living Allowance as herein provided is dependent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the currently published Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) unless otherwise agreed upon by the Company and the Union.
- (g) COLA begin paid shall be considered as wages for the purpose of pension, group insurance and savings plan.

APPENDIX B

SAVINGS PROGRAM

- A. Effective October 1, 1991, the Company will make available to eligible hourly employees a Savings Program (before tax and after tax contributions) consisting of a Savings Plan and a 401K Plan.
- B. Benefits under the Savings Program are set forth in the booklet entitled, USEC "Your Book of Benefits", section entitled Savings Program.

In the event that any revision in the Savings Program is necessary to receive and maintain such approval or to meet the requirements of any other applicable Federal law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Savings Program and in this Agreement.

MEMORANDUM OF UNDERSTANDING

BENEFITS: MEDICALLY TERMINATED EMPLOYEES

DATED: JULY 28, 1994

Those employees who are medically terminated under DOE and/or NRC standards concurrent with Service Award or Deferred Vested Pension may have benefits extended to them in accordance with those extended to laid-off employees.

MEMORANDUM OF UNDERSTANDING

OPTIONAL MEDICAL PLAN

DATE: September 4, 2002

If the local Union secures an insurance plan on its own behalf, as an option to the Company's plan, the Company will provide payroll deductions for the Union plan to a carrier as specified by the Union.

The Company will pay as a premium up to the limits as specified below. However, should the Union plan escalation not exceed the Company's escalation as defined in the table below, the Company's limit will be adjusted to the Union escalation rate but not exceed the table below.

<u>2002 Rate</u>	<u>1/03</u>	<u>1/04</u>	<u>1/05</u>	<u>1/06</u>	<u>1/07</u>
Employee Cost Share	12%	14%	16%	17%	18%
Escalation	10%	8%	8%	8%	8%
S=322.18	354.40	382.75	413.37	446.44	482.15
D=647.25	711.98	768.93	830.45	896.88	968.63
F=1014.62	1116.08	1205.37	1301.80	1405.94	1518.42
<u>Company Limit</u>					
S	311.87	329.17	347.23	370.55	395.36
D	626.54	661.28	697.58	744.41	794.28
F	982.15	1036.62	1093.51	1166.93	1245.10

LETTER OF INTENT

**MAJOR MEDICAL MEDICARE SUPPLEMENT PLAN
FOR RETIREES**

DATE: JUNE 10, 1988

For employees retiring and first eligible to receive a benefit starting on or after February 1, 1989, the Company will pay one-half the cost of the Major Medical Medicare Supplement Plan for the retirees at the time the retiree reaches age 65, provided the retiree is enrolled in Medicare Part A and Medicare Part B, and for the retiree's spouse or surviving spouse at the time the spouse reaches age 65, provided the spouse or surviving spouse is enrolled in Medicare Part A and Medicare Part B, and providing such applicants meet the eligibility requirements of the Plan.

The Company shall arrange through an insurance company(s) or other carrier(s) to provide the benefits set forth in the booklet entitled "Retirees Major Medical Medicare Supplement Plan".

MEMORANDUM OF UNDERSTANDING

RETIREES – PRO RATA VACATION

DATED: August 4, 2002

Vacation hours remaining at the time of retirement may, at the employee's option, be taken as time off or paid in a lump sum at retirement. In addition, the employee will receive a lump sum payment for a pro rata portion of the following year's vacation based upon the number of full months elapsed prior to the employee's retirement date.

The fraction of a pro rata portion to be paid is determined by dividing by 12, the number of full months from January 1 to the date of retirement.

Exceptions to the general rule governing the calculation of pro rata vacation are:

1. If because of leave of absence, the employee has not worked during the year in which retirement occurs, the employee nevertheless is eligible for pro rata vacation pay. This pay is determined by the number of full months elapsed from the first year in which the employee last worked until the start of the absence.

(Since the employee has not worked during the year in which retirement occurs, no current year's vacation is due).

2. If the employee has worked during the year in which retirement occurs but was on leave of absence for a period of time immediately preceding retirement, any period of such leave of absence which equals one or more full months is to be deducted in calculating the pro rata vacation payment.

(Reinstatement from a leave of absence for vacation does not constitute "working").

IN WITNESS WHEREOF the duly chosen representative of the parties to this memorandum of understanding have hereunto set their hands this 1st day of August, 2000.

United States Enrichment Corporation
Portsmouth Gaseous Diffusion Plant

s/I. Morris Brown

s/W. E. Thompson

United Plant Guard Workers of America
of America, Union Local 66 (UPGWA)

s/Ion W. Gahm

International Union, United Plant Guards of
America (IUUPGWA)

s/Garry E. Hartlage

MEMORANDUM OF UNDERSTANDING

PENSION SUPPLEMENT

DATED: July 28, 1994

The Pension Plan was amended effective October 1, 1994, by a letter dated September 1, 1994 concerning Pension Plan changes which will be mailed to all eligible bargaining unit employees.

MEMORANDUM OF UNDERSTANDING

REDUCTION IN FORCE

DATE: August 4, 2002

In the event of a reduction in force (RIF) in the bargaining unit, an employee having a RIF notice in hand will be given consideration for any USEC job vacancy at the Portsmouth Plant for which the Company considers the employee qualified before an individual from outside the Company is hired to fill the vacancy.

MEMORANDUM OF UNDERSTANDING

FAILURE TO MEET DOE AND/OR NRC STANDARDS

DATED August 3, 1997

Employees who fail to qualify or re-qualify as Security Police Officer II (SPOII/Defensive) and for the Security Police Office II/Offensive (SPOII/Offensive) because of failure to meet necessary standards required by DOE and/or NRC (medical, physical fitness, firearm) may be reclassified as Security Officer, subject to the limited availability of Security Officer jobs. Reclassified employees may exercise seniority for available Security Officer jobs. An attempt will also be made to place SPOII/Defensive and SPOII/Offensive who fail to qualify in other LMUS jobs based on the employee's qualifications and job availability.

In the event a reclassification becomes necessary and there are no available Security Officer (SO) jobs, or other jobs, or if a Security Officer (SO) is displaced by a more senior SPO II or SPOII/Offensive who fails to meet standards, the Union will be notified and the following procedure will be followed:

1. The employee will be carried on the payroll for a maximum of sixty (60) days at the plant Security Officer rate and will be assigned duties commensurate with his/her capabilities.
2. The employee will be referred to the Employment and Staffing Section for possible placement in a job for which he/she is qualified. If Employment and Staffing Section cannot place the employee within the sixty (60) day period, at the end of the sixty (60) day period the employee will be terminated. For any benefit entitlement that the employee may have, the classification and rate of pay at the time of disqualification shall apply. If termination is caused by a medical reason, the employee shall receive a medical termination with appropriate termination pay in line with Article XII, Section 1(b) and (c) in the Labor Agreement. Employees may retire concurrent with medical termination pay, or qualify for a deferred vested pension, as appropriate.
3. If an individual employee feels that the decision to disqualify him/her as an SPOII or SPOII/Offensive is incorrect, and such decision is based on medical reasons, the employee may have himself/herself examined by a private physician of his/her choice and may submit the physician's findings to the LMUS Medical Director for valuation. If the LMUS Medical Director disagrees with the employee's physician as to whether the employee's medical condition conforms to the required standard(s), the question shall be submitted to a third physician selected by the employee's physician and the LMUS Medical Director, and the third physician shall be a recognized and certified specialist in the subject of the employee's medical problem. After an examination of the employee

and consultation with the employee's physician and the LMUS Medical Director, the third physician's medical opinion shall be binding. The Company will pay all fees and expenses of the third physician.

4. The administration of the above understanding is subject to the grievance procedure and arbitration. It is understood by the parties that the DOE and/or NRC requirements referred to in this section are not negotiable, nor are they subject to the grievance and arbitration procedures of the agreement, provided this understanding does not prejudice other rights the union may have.

MEMORANDUM OF UNDERSTANDING

TRAINING RELIEF SHIFT

DATE: August 4, 2002

For purposes of scheduling vacation and taking vacation, Training Relief Shift will be based on day shift. For scheduling purposes, training relief will have weekends and holidays off.

Training Relief schedule rosters will normally be posted four (4) weeks in advance.

Training Relief will continue to rotate through their work schedule, and will continue to fill jobs from the bottom up, within their classification. For clarification, the bottom individuals on the training relief shift schedule will fill the preferred shift:

Preferred shift	days
Next Preferred shift	nights
Third Preferred shift	afternoons
Least Preferred shift	split shift

LETTER OF INTENT

FILLING VACANCIES

DATE: August 4, 2002

1. Security Police Officers shall rotate through their respective Security Police Officers assignments.
2. When required to fill a vacancy, available vacation and training relief miscellaneous assignments shall be utilized first.

LETTER OF INTENT

MASTER LIST OVERTIME

DATED: August 4, 2002

If the Company sees a need to fill a special assignment (one that is not part of the regular daily schedule), with overtime, that overtime will be canvassed by master list.

- (a) Company will add all new jobs to the Department's schedule after 90 calendar days.

MEMORANDUM OF UNDERSTANDING

VACATION ELIGIBILITY

DATED JULY 28, 1991

Those bargaining unit employees having ten (10) or more years of service on December 31, 1991 will continue to be entitled to thirty (30) workdays of vacation after attaining twenty-five (25) years of continuous service in accordance with the practice under the Contract dated June 10, 1988.

LETTER OF INTENT

"FROZEN SHIFTS"

DATE: JUNE 10, 1988

Subject to operational efficiencies, it is the intent of the Company to remain on "frozen shifts". Should the Company conclude that another shift arrangement is necessary, Article XIV, Section 11, applies.

MEMORANDUM OF UNDERSTANDING

DRUG CONTROL PROGRAM

DATED: August 4, 2002

1. Illegal drugs are defined as those substances controlled by the United States Controlled Substances Act.

Exception: The use or possession of medically prescribed drugs on Company premises or during working hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and satisfactorily.

Employees are strictly prohibited from manufacturing, using, possessing or trafficking in (includes distributing and dispensing of) illegal drugs, whether on or off the job or in or outside the work place or be under the influence of alcohol while on plantsite. Employees who engage in such conduct subject themselves to disciplinary action up to and including termination even for a first offense. Employees must abide by the terms of this policy as a condition of employment.

Employees are required to notify the site Human Resources Director within five (5) days of their conviction for any criminal drug offense that occurs in the work place or while conducting Company business. This requirement also is a condition of employment.

2. Applicants for employment are expected to report for pre-employment drug testing with no illegal drugs in their bodies. Pre-employment screening practices including drug tests are conducted for all new hires. Such screening practices are also applicable to any employee who transfers to the Security organization.
3. The Company encourages any employee having a drug problem to seek medical assistance promptly. Employees may elect to take advantage of counseling and rehabilitation services available through referrals by our Medical Department as provided by the Health Care Plan.

If an employee has a drug problem and voluntarily seeks the help of the Medical Department to overcome the problem, the services of the Medical Department are available to the employee. Medical may refer the employee to outside groups for special assistance when appropriate. An employee's decision to seek medical assistance will not be used by the Company as a basis for disciplinary action nor will it be a defense to or a mitigating factor in the imposition of appropriate disciplinary

action, including termination, where facts indicating a violation of this policy are obtained independent of the employee's consultations with the Medical Department.

The Company will notify the employees in writing of the Drug Control Program. An employee found to have used an illegal drug or to have otherwise violated this policy, if not terminated, is required to sign a statement agreeing, in lieu of termination, not to use illegal drugs again. The employee is thereafter required to provide the Medical Department with urine samples at intervals and over a period of time as recommended by the Company for follow-up drug testing.

The employee may be enrolled in an approved rehabilitation program for treatment of any drug dependencies. The employee shall remain under treatment until such time as the rehabilitation program certifies him/her for return to work. Upon such certification, the employee shall be returned to work immediately without loss of wages, benefits, or seniority, provided he/she has an appropriate security clearance.

Refusal of the employee to report for or continue with such rehabilitation treatment after return to work will be grounds for discipline.

4. Where there is reasonable suspicion to believe that an employee may have used an illegal drug or be under the influence of alcohol, including work-related accidents and unusual occurrences, the Company may require the employee to submit to a drug or alcohol test. An employee's refusal to consent to drug testing under these circumstances will be considered to be cause for disciplinary action, up to and including termination, even for a first refusal.
5. Drug testing is by urinalysis and is performed in two stages by an independent laboratory. In the first stage, EMIT immunoassay is used to screen urine specimens for classes of drugs. EMIT immunoassay is an analytical technique which utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity which is proportional to the amount of drug present. In the second stage, if positive results are found in the first stage, portions of the same specimen will be tested using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantifies the presence of a specific drug. No test result will be reported by the independent laboratory as a positive drug test unless BOTH the initial test and the confirming test are positive. An amount of an illegal drug in an individual's body equal to or higher than the threshold level as detected by a drug test is considered to be use of the drug by an individual.

6. The medical staff will collect urine samples from employees for the purpose of drug testing. They will closely monitor the urine sample collection and establish a chain of custody by receipts documentation for the packaging of samples and their delivery to the independent laboratory that conducts the testing. Protocols are established to guarantee the chain of custody through the testing laboratory, the privacy of the individual, and for assuring the continuing high quality of the laboratory's testing methods.
7. Information obtained on individuals as part of the drug testing or this Drug Control Program will be treated confidentially and will be disclosed only to those having a legitimate need to know.
8. The Company may search individuals, their personal effects, work areas, desks, lockers, etc. Such searches will be conducted on premises, unannounced, and may include the use of drug detection dogs. Provided it causes no delay in conducting a drug search or urine sample collection, the employee may have a union representative present and confer in private with that union representative. The presence of union representation does not negate the Company's right to search or test. Pat-down searches of individuals and searches of vehicles in plant parking lots will be conducted only when there is reason to suspect manufacture, use, possession, or trafficking of illegal drugs and these searches will normally be conducted by or under the supervision of the Security organization. An employee's refusal to consent to a search under these circumstances will subject the employee to disciplinary action up to and including termination, even for a first refusal.

MEMORANDUM OF UNDERSTANDING

MANDATORY PHYSICAL FITNESS TRAINING

DATE August 4, 2002

The parties agree that the following is applicable for any employee required to participate in the continuous physical fitness program in compliance with DOE 10 CFR 1046 Directives. The parties also agree that the DOE and/or NRC physical fitness requirements referred to in this Memorandum of Understanding are not negotiable.

1. Basic assistance and requirements for employees required to participate in physical conditioning program:
 - Participants will be shown how to monitor their heart rate/ pulse during physical fitness activity and during resting period.
 - Participants will be shown acceptable types of aerobic exercises and proper exercise methods.
 - Proper USEC authorities must medically approve each participant before an annual qualification attempt. If approval is not granted, the employee will be placed in accordance with his/ her medical or physical condition or be placed in a remedial physical fitness program as deemed necessary by proper USEC authorities.
 - All employees will have an annual fitness assessment conducted by a Company designated Exercise Physiologist. Results of the physical fitness assessment will in no way be used as a disciplinary tool.
 - Each employee will be responsible for certifying that he/she has completed the weekly training.
 - Designated supervision from the USEC Security Group will conduct the qualifying test in accordance with DOE and/or NRC Directives. A Union representative may also be present if requested.
2. As all Security Police Officers are required to participate in a physical fitness program on a continuing basis, Security Police Officers will be paid an allowance equal to their base hourly rate for up to a maximum of three (3) one-hour sessions per week for time

spent engaged in training. However, an overtime allowance will be paid at the rate of one and one-half (1-1/2) times base hourly rate for all hours worked including three (3) hours for training when applicable, in excess of forty (40) hours within the workweek.

No other pay provision, except military pay and COLA, will apply for the physical fitness pay.

3. Security police officers who have been approved to re-qualify and who do not meet either the annual physical fitness re-qualification, or who fail any portion of the physical fitness performance test administered during an inspection by DOE during the course of a calendar year, will be placed in a remedial physical fitness program in accordance with the DOE and/or NRC directives. Said employee(s) will have their physical fitness pay stopped and will be reclassified as an unarmed security officer until such time that he/she can successfully meet the requirements of the physical fitness qualification tests. A security police officer has six (6) months from his/her anniversary date in which to re-qualify. Failure to re-qualify within the six-month period will result in the individual(s) being permanently reclassified as a security officer.

Personnel selected by DOE to perform physical fitness, knowledge base test(s) or weapons qualification for an inspection will be required to complete these test(s) to maintain their weapons card.

Officers scheduled for vacation (other than red-line vacation), on restrictions, or on sick leave, will be required to complete all selected tasks upon his/her first day back to work, and prior to being returned to armed status. If the inspection team has exited the site by the time the officer returns to work, security group management will administer the tests and record the finding as required.

4. Employees hired as security police officers after the date of ratification of this agreement, will be required to meet the DOE and/or NRC physical fitness requirement semi-annually.

MEMORANDUM OF UNDERSTANDING

MISCELLANEOUS AGREEMENTS

DATE: August 3, 1997

It is mutually agreed by the parties that any and all Memoranda of Understanding, Letters of Intent, or other miscellaneous agreements between the parties prior to the ratification date of this Contract, which were not addressed during these Contact Negotiations, are considered to be null and void.

MEMORANDUM OF UNDERSTANDING

HOURS OF WORK LIMITATIONS

DATE: August 3, 1997

As determined by the United States Nuclear Regulatory Commission (NRC), the facility staff working hours limitations defined in Section 3.2.2 of the Technical Safety Requirements, are applicable to the work normally performed by Protective Force Section personnel at the Portsmouth Gaseous Diffusion Plant, and pursuant to the intent of Article V (Protective Security) of the 1994 collective bargaining agreement between the parties. Accordingly:

Except in an emergency, all Security Police Officers (SPOs) will be considered ineligible to work more than:

1. 16 consecutive hours.
2. 16 hours in any 24-hour period.
3. 24 hours in any 48-hour period.
4. 72 hours in any 7-day period.

These provisions would also apply to a Department of Energy directive which may require hours of work limitations.

In counting consecutive hours of work, preliminary/postliminary activity and/or mandatory physical fitness training shall be excluded. An SPO who has worked 16 consecutive hours will not be permitted to return to work until eight (8) hours have elapsed immediately following the 16 consecutive hour work period. The SPO will be paid his/her basic straight-time rate for any portion of his/her regularly scheduled shift which he/she was not permitted to work up to a maximum of 8 hours.

An SPO will not be paid for any portion of his/her regularly scheduled work shift he/she was not permitted to work due to the application of the 16 hours in any 24 hour period, 24 hours in any 48 hour period, and/or the 72 hours in any 7 day period limits. SPOs who reach any of these limits will not be allowed to report back to work until 8 hours have elapsed following the end of the work period which resulted in the limit being reached, unless otherwise authorized by the Plant General Manager or his designee.

MOU - Hours of Work Limitations

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If bargaining unit overtime exceeds 25% in any of the four fiscal year quarters and is expected to continue for the following quarter, the Company will give serious consideration to recalling a sufficient number of employees from the recall list to reduce the percentage to less than 25%. The overtime percentage is derived by dividing all overtime hours worked by the bargaining unit in a quarter (reduced by [1] pre and post time, [2] physical fitness time, [3] hours of absenteeism, and [4] hours of sick leave) by all scheduled straight time hours in the quarter.

MEMORANDUM OF UNDERSTANDING

PROJECTED 1998 HEU RELATED DOWNSIZING

DATE: August 3, 1997

In order to plan and prepare for the anticipated downsizing in 1998, due to completion of the HEU suspension and/or refeed program:

1. The Company will establish a USEC/SPFPA Committee as of January 1, 1998 to discuss the pending layoffs and to interface with DOE relative to 3161 benefits. The committee will be comprised of three union and three management members.
2. The committee will explore ways to use the resources of public or private agencies to provide employees to be laid off with outplacement, financial counseling and other services.
3. Employees given a notice of layoff will be afforded the opportunity to use a reputable outplacement service under the same conditions offered to employees included in the July 31, 1997 reduction in force.
4. Monthly during calendar year 1998, the Company will provide the Union with a listing of current job openings at the Portsmouth plant.
5. The Company will afford employees the opportunity to interview for openings at the Portsmouth plant, provided they meet the Company's qualifications and their employment does not interfere with the recall or employment rights of other employees.
6. The Company will make every effort to give the Union a tentative list of employees subject to a layoff at least 60 days in advance of the layoff. It is understood that VRIF agreements may result in the layoff of other employees.
7. Resumes of employees to be laid off will be referred to other Lockheed Martin Corporation locations where openings are known to exist.
8. The Department of Energy will be requested through the Workforce Restructuring Plan to establish long distance learning at the plant for the period from January 1, 1998 through completion of the HEU Removal/Refeed Reduction in Force.

MEMORANDUM OF UNDERSTANDING

PROFIT SHARING

DATE: August 3, 1997

If requested by the Union, the Company will meet with the Union representatives to discuss the possibility of future profit sharing opportunities. Should the meeting produce a recommendation to implement a profit sharing plan, implementation shall be subject to formal collective bargaining as required by Article I, Scope.

MEMORANDUM OF UNDERSTANDING

WORKFORCE FLEXIBILITY

DATE : August 3, 1997

The parties agree as follows:

1. Officers will use entry portal computers for access verification.
2. TLD lab employees may issue or replace new TLDs at the Visitor Center only.
3. Officers will agree to perform PSAP requirements during their standby time.
4. The second sentence of the MOU regarding Training Relief Shift will be deleted.
5. Supervision may respond to master key requests on afternoons and midnight shifts.
6. Supervisors may post notices on a non-routine basis.

The Company will pay a lump sum of \$500 to each employee on the active payroll as of August 4, 1997.

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